



Schools, Company & Organisations Service Level Agreement (SLA)

Dorset Waterpark Limited
WHOLESALE SUPPLY AGREEMENT

BETWEEN:

(1) Dorset Waterpark Limited, a company registered in England and Wales under company number 09902765 whose registered office is at Cumulus Outdoors, Cobblers Lane, Swanage, Dorset, BH19 2PX. Dorset Waterpark Limited trades as Dorset Adventure Park.

(2) "The "Client" is a school/ company/ organisation located in the United Kingdom who wishes to purchase activity trips from Dorset Adventure Park.

Each referred to in this Agreement as a "Party", or together as the "Parties".

WHEREAS:

- (A) Dorset Adventure Park is a company providing activity trips and tours for groups, schools and individuals in the UK.
- (B) The Client is a school/ company/ organisation wishing to purchase activity trips from Dorset Adventure Park for incorporation into its School trips programme, which it will sell as a principal to its own customers.

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NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The Services

- 1.1. Dorset Adventure Park shall supply to the Client the activities and other ground arrangements as requested by the Client and agreed between the parties in writing ("the Services"). The Client shall in turn re-sell the Services to its own customers as principal in the contract with the customer.
- 1.2. Dorset Adventure Park will ensure performance of the Services with reasonable skill, care and diligence, and that all personnel provided by Dorset Adventure Park in connection with the provision of the Services will be appropriately qualified and capable of performing competently the work or jobs for which they are employed.
- 1.3. Dorset Adventure Park shall ensure that the Services comply with all applicable laws, statutes, regulations and codes of practice so far as applicable.

2. Licences

- 2.1. Dorset Adventure Park grants the Client a non-exclusive, worldwide licence for the term of this Agreement to reproduce (and re-size where necessary) the photographs and descriptions of the Services ("the Content") provided to the Client by Dorset Adventure Park for the purposes of re-selling the Services to its customers. The licence granted by this Clause is non-assignable; personal to the Client and cannot be sub-licensed.
- 2.2. All intellectual property rights in the Content shall remain vested in Dorset Adventure Park or the applicable copyright owner. The Client shall not use the Content for any purpose other than that expressly granted by the licence in this Clause 2.

3. Charges and Payments

- 3.1. Subject to clause below, Dorset Adventure Park shall supply the Services at the price(s) agreed between the Parties. All prices include any taxes, charges, dues and fees, which relate to the Services. All prices are non-commissionable.
- 3.2. Dorset Adventure Park shall invoice the Client in accordance with the procedure set out in Schedule 1 or otherwise agreed between the parties. The Client shall pay the invoice in accordance with the payment provisions as set out in Schedule 1 or as otherwise agreed.
- 3.3. Dorset Adventure Park shall have the right to charge the Client interest on any outstanding sum due under this Agreement from the date on which such sum was due until actual payment at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC prevailing on the due date of payment. The Client shall pay the interest together with the overdue amount.
- 3.4. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. Obligations of the Client

- 4.1. The Client undertakes and warrants to Dorset Adventure Park that it shall:
 1. ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care;
 2. not adopt or use, otherwise than in accordance with the provisions of this Agreement, any trademarks, brand names or other marks used by Dorset Adventure Park.
 3. not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement or which in the reasonable opinion of Dorset Adventure Park is prejudicial to the reputation of Dorset Adventure Park.
 4. comply with all relevant laws, regulations, codes of practice and any requirements of any regulatory, governmental or quasi-governmental body or agency.

5. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Dorset Adventure Park to provide the Services.

4.2. If Dorset Adventure Park's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Dorset Adventure Park shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

5. Cancellation

5.1. In the event the Client wishes to cancel or amend the Services or part thereof, the Client must give Dorset Adventure Park notice in writing and pay the applicable cancellation and/or amendment charges as detailed in Schedule 1.

5.2. Subject to clause 5.3 below, if the Services, or any part thereof, cannot be provided by Dorset Adventure Park it shall notify the Client as soon as reasonably possible and comply with the Client's reasonable instructions concerning alternative services. Unless otherwise advised by the Client, Dorset Adventure Park shall provide alternative services to the Client of at least equal standards with similar services, facilities and location. If the alternative services are not deemed acceptable by the Client, the Client shall be entitled to cancel the Services and receive a full refund of all monies paid relating to the Services in question.

5.3. Dorset Adventure Park reserves the right to cancel or amend the Services without any liability where:
(a) the Services cannot be supplied or cannot be supplied as described or agreed due to circumstances beyond its control or the control of the applicable third party suppliers;
(b) the Client has failed to make payment by the applicable due date.

6. Complaints

6.1. Should the Client or any of its customers encounter any issue or problem with the Services; the Client must contact Dorset Adventure Park immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising, to enable investigations to take place and remedies (where possible / appropriate) to be implemented.

6.2. The Client accepts that it is liable directly to its customers for the proper performance of the obligations arising from the Client's contract with its customers.

6.3. In the event of a complaint being made to the Client by any of its customers in accordance with the above, relating to Dorset Adventure Park and in particular the inadequacy or non-provision of the Services, the Client must notify Dorset Adventure Park of any such claim or complaint immediately upon receipt.

6.4. Following investigation, Dorset Adventure Park shall advise the Client of its decision and/or the amount of compensation(s) agreed (if any) to the Client in writing. Dorset Adventure Park shall pay such amounts to the Client as agreed between the parties. It is understood that the Client shall not deduct the amounts relating to compensations from payments due by the Client in accordance with clause 3, except where expressly agreed between the parties in writing.

6.5. The Client acknowledges and accepts that Dorset Adventure Park is under no obligation to honour any compensation already proposed or granted by the Client to its customer.

7. Liability

7.1. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and (c) any other liabilities which cannot be legally limited.

7.2. Subject to Clause 7.2, Dorset Adventure Park's total liability to the Client shall not exceed the charges paid or payable by the Client under clause 3 of the agreement, in the preceding 12-month period.

7.3. Dorset Adventure Park shall not be liable to the Client in any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause thereof for any loss of profit, business, contracts, revenues or for any special, indirect or consequential damage of any nature whatsoever.

8. Term and Termination

8.1. This Agreement shall come into force on the Commencement Date and continue in full force and effect until it is terminated in accordance with this Clause 8.

8.2. Dorset Adventure Park may terminate this Agreement immediately on written notice if the Client fails to make any undisputed payments in full to Dorset Adventure Park when due under this Agreement and the Client has failed to remedy this non-payment within a period of 30 days.

8.3. Either Party may terminate this Agreement immediately on written notice to the other Party if:

- (a) the other Party becomes bankrupt, or insolvent, or unable or unwilling to pay its valid debts as they fall due, or suspends or ceases or threatens to suspend or to cease to carry on its business, or if the other Party has a receiver or liquidator appointed.
- (b) the other Party commits a material breach of any provision of this Agreement which is not remediable or, if remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied.

8.4. Any termination of the Agreement in accordance with this Clause 8 shall be without prejudice to the rights of either Party accrued prior to such termination.

8.5. Upon termination, the Client agrees to immediately pay Dorset Adventure Park any outstanding undisputed sums relating to the Services or otherwise incurred / owing under this Agreement that have been incurred by the effective date of termination, and any interest accruing thereon.

9. General Terms Applicable to the Services

9.1. Special requests: Dorset Adventure Park supplies the Services to the Client on a business-to-business basis. However, if any of the Client's customers have any special requests relating to any of the Services, the Client should advise Dorset Adventure Park at the time of booking. Dorset Adventure Park will pass on all such requests to the third party supplier(s) where applicable and will endeavour to ensure that they are met, however cannot guarantee that such special requests will be met and will have no liability to the Client or its customers if they are not.

10. Terms on which the Client is authorised to sell the Services

10.1. The Client shall re-sell the Services to its customers as a principal as part of its own packages or otherwise as its own product and on its own terms and conditions of sale and this should be made clear to the customer. It is accepted by the Client that in no circumstances shall Dorset Adventure Park be a party to any contract with any of the Client's customers nor does the Client act as an agent on behalf of Dorset Adventure Park or on behalf of the third party suppliers and should not hold itself out as acting as an agent in any circumstances. Accordingly, Dorset Adventure Park does not have any liability to any customer by virtue of any consumer legislation, including but not limited to EU Directive 2015/2302 on Package Travel and Linked Travel Arrangements (or any national legislation implemented to bring the Directive into effect).

10.2. The Client accepts that it shall be directly responsible to its customers for the provision and fulfilment of all contracts it has with the customers and that all sales made by the Client, whether as a package or otherwise, shall comply with all applicable consumer laws, regulations and codes of practice.

10.3. The Client acknowledges that Dorset Adventure Park sells the Services to different clients, including but not limited to, tour operators, travel agents, group operators and consumers, on a non-exclusive basis and nothing in this Agreement confers or is intended to confer any kind of exclusivity arrangement with the Client.

11. Confidentiality

11.1. Each party undertakes to the other that during the term of this Agreement and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.

11.2. The obligations of confidentiality in this clause 11 shall not extend to any information or matter which either party can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
- (b) was in its written records prior to the Commencement Date;
- (c) was independently disclosed to it by a third party entitled to disclose the same; or
- (d) is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.

11.3. Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of the Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.

11.4. For the purposes of this Agreement, "Confidential Information" means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential.

12. Data Protection

12.1. The parties agree to comply with the data processing clauses at Schedule 2, which is hereby incorporated into this Agreement.

13. Force Majeure

13.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

13.2. Provided it has complied with Clause 13.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 28 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 28 days' written notice to the Affected Party.

13.5. A separate COVID-19 Guarantee is provided - details are available in our separate Covid Guarantee document.

14. Notices

14.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) sent by email to the following address:
 - (i) in respect of notices given to Dorset Adventure Park by the Client:
info@dorsetadventurepark.com.
 - (ii) in respect of notices given by the Client to Dorset Adventure Park:
info@dorsetadventurepark.com.

14.2. Any notice or communication shall be deemed to have been received:

- (a) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 14.2(a), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Rights of Third Parties

15.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

16. Assignments and other Dealings

16.1. This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

16.2. Dorset Adventure Park may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Dorset Adventure Park gives prior written notice of such dealing to the Client.

17. Variation

17.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

18.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and Remedies

19.1. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2. If any provision or part-provision of this agreement is deemed deleted under Clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire Agreement

21.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22. Conflict

22.1. If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

23. No Partnership or Agency

23.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Governing Law & Jurisdiction

24.1. This Agreement and all matters arising out of it shall be construed and governed according to English law.

24.2. The Parties submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute(s) they may have relating to this Agreement.

Schedule 1

Rates and payment terms: The price payable by the Client in respect of the Services shall be detailed in the booking confirmation, issued by Dorset Adventure Park in respect of the Services.

The Client shall have a period of 28 days from the date of its booking to advertise the Services and make the deposit payment to Dorset Adventure Park. The deposit payment will be 25% of the cost of the Services, this deposit secures the Client's booking and is non-refundable.

The balance of the cost of the Services is payable by the Client no later than 2 weeks prior to the commencement of the Services.

The Client is permitted to reduce the number of individuals taking part in the Services by up to 25%, without charge, provided it notifies Dorset Adventure Park of its intention to do so more than 28 days in advance of the commencement of the Services.

Cancellation and amendments:

Should the Client wish to change any of the confirmed Services it must notify Dorset Adventure Park in writing as soon as possible. Dorset Adventure Park will endeavour to assist but cannot guarantee that it will be able to make the proposed change. Where Dorset Adventure Park can meet a request, all changes will be subject to payment of a reasonable administration fee, per change, as well as any costs and charges incurred by Dorset Adventure Park and/or incurred or imposed by any of Dorset Adventure Park's suppliers in making this change.

In the event the Client cancels the Services the Client will be required to pay the applicable cancellation charge as set out below:

Cancellation Date Cancellation Charge

From date of booking until 57 days prior to the commencement of the Services Loss of Deposit
56 – 29 days prior to the commencement of the Services 50% of the cost of the Services
28 – 15 days prior to the commencement of the Services 75% of the cost of the Services
Fewer than 14 days prior to the commencement of the Services 100% of cost of the Services

Schedule 2

Data Processing Schedule

Definitions

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party; and GDPR: General Data Protection Regulation (EU 2016/679).

1. General

1.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

1.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Dorset Adventure Park is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by Dorset Adventure Park the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).

1.3. Dorset Adventure Park shall, in relation to any Personal Data processed in connection with the performance by Dorset Adventure Park of its obligations under the Agreement, process that Personal Data only for the purposes of complying with its obligations under the Agreement.

1.4. To the extent that the Client collects and passes Personal Data to Dorset Adventure Park pursuant to the Agreement, it represents, warrants and undertakes that:

- (a) it has obtained appropriate authority from all Data Subjects to whom it relates, or has provided them with the requisite information required under the Data Protection Legislation, to pass their Personal Data to Dorset Adventure Park for the purposes for which the Client intends to use it and/or as specified by Client in writing; and
- (b) it is accurate and up to date.

2. Sub-Processors

2.1. Subject to clause 2.2, the Client hereby authorises Dorset Adventure Park to pass data on to its suppliers, sub-contractors and other third parties (Sub-Processors) as necessary for the performance of Dorset Adventure Park's obligations under the Agreement and otherwise as needed for the provision of the Services.

2.2. Dorset Adventure Park shall, subject to clause 2.3:

- (a) inform the Client of any changes it has made to its Sub-Processors and permit the Client to object to those changes;
- (b) ensure any Sub-Processor agrees in writing to comply with obligations at least equivalent to those obligations imposed on Dorset Adventure Park in this Schedule 2 that relate to the requirements laid down in Article 28(3) of the GDPR and where the Sub-Processor fails to comply with those obligations, Dorset Adventure Park shall remain liable to Client for the Sub-Processor's failure.

2.3. The Client accepts that that Dorset Adventure Park is not liable for the acts, omission or failure of any Sub-Processor where such Sub-Processor relates to the provision of Services requested by Client.

3. Technical & Organisational Measures

3.1. Taking into account the state of technical development and the nature of the processing, Dorset Adventure Park shall, in relation to any Personal Data processed in connection with the performance by Dorset Adventure Park of its obligations under the Agreement, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

4. Dorset Adventure Park Personnel

4.1. Dorset Adventure Park shall ensure that access to Personal Data is limited to the Dorset Adventure Park Personnel and authorised Sub-Processors who need access to it to supply the Arrangements and who are subject to an enforceable obligation of confidence with regards to the Personal Data.

5. Assistance and Notification

5.1. Dorset Adventure Park shall, considering the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for: access, rectification or erasure of Personal Data, or any objection to processing.

5.2. Dorset Adventure Park shall notify the Client without undue delay and in writing if any Personal Data has been disclosed in breach of this Schedule 2.

5.3. Dorset Adventure Park shall notify the Client promptly if it becomes aware of a breach of security of Personal Data, such notices shall include full and complete details relating to such breach.

5.4. Dorset Adventure Park shall provide such assistance (at the Client's cost) as the Client may reasonably require in relation to any approval of the Information Commission or other data protection supervisory authority to any processing of Personal Data.

5.5. Dorset Adventure Park shall, on the expiry or termination of this Agreement, at the Client's cost and its option, either return all of the Client's Personal Data (and copies of it) or securely dispose of the Client's Personal Data except to the extent that any applicable law requires Dorset Adventure Park to store such Personal Data.

5.6. At the Client's cost, Dorset Adventure Park shall allow for an audit (no more than once per annum) by the Client and any auditors appointed by it in order for Dorset Adventure Park to demonstrate its compliance with this Schedule 2. For the purposes of such audit, upon reasonable notice, Dorset Adventure Park shall make available to the Client and any appointed auditors, all information that the Client deems necessary (acting reasonably) to demonstrate Dorset Adventure Park's compliance with this Schedule 2.

5.7. In Dorset Adventure Park's reasonable opinion, to the extent that it believes that any instruction received by it in accordance with clause 6.7 is likely to infringe the Data Protection Legislation or any other applicable law, Dorset Adventure Park shall promptly inform the Client and shall be entitled to withhold its permission for such audit and/or provide the relevant Arrangements until the Client amends its instruction so as not to be infringing.

6. Indemnity

6.1. Each party (the "indemnifying party") shall indemnify the other party (the "indemnified party") against:

- (a) any fines imposed on the indemnified party by the Information Commissioner or any regulator that may replace it from time to time or any equivalent as a result of the indemnifying party's breach of its obligations under this Schedule 2; and
- (b) subject to clause 7.2, all amounts paid or payable by the indemnified party to a third party which would not have been paid or payable if the indemnifying party's breach of this clause had not occurred.

6.2. The indemnifying party shall not be liable under clause 7.1(b):

- (a) if it proves that it was not in any way responsible for the event giving rise to the damage in accordance with Article 82(3) of the GDPR; or
- (b) to the extent that the indemnified party is responsible for the damage in accordance with Article 82(5) of the GDPR.

THE APPENDIX

Description of Processing

The processing of personal data is as follows (provide a description of the subject matter and nature of the processing, including any systems used to store and process personal data, obligations of Dorset Adventure Park and any rights of the Client with regards to the personal data):

- Dorset Adventure Park is providing activity trips for the Client.
- The Client wishes to purchase activity trips from Dorset Waterpark for incorporation into its School trips.
- Dorset Adventure Park will therefore process personal data on behalf of the Client in order to deliver said trips.

Data subjects

The personal data concern the following categories of data subjects (please specify):

- Students of the Client, staff members of the Client and emergency contacts.

Purposes of the processing The processing is necessary for the following purposes (please specify):

- To enable Dorset Adventure Park to deliver the Services to the Client and otherwise comply with its obligations under or arising as a result of this Agreement, including but not limited to:
 - o performance of the agreed Services;
 - o determining the suitability of proposed activities for students based on their ability or experience;
 - o determining the gender of students for rooming purposes;
 - o holding emergency contact details for the Students in case of any problems arising during performance of the Services.

Categories of data

The personal data processed fall within the following categories of data (please specify):

- Name
- Date of Birth;
- Contact telephone numbers (including emergency contact details).

Sensitive data (if appropriate)

The personal data processed fall within the following categories of sensitive data (please specify):

- Dietary Requirements;
- Medical Details;

Instructions with regards to the processing of personal data:

Dorset Adventure Park shall process the Personal Data only in accordance with the instructions of the Client.

Schedule 3

These General Terms apply to any booking.

These Terms constitute an agreement between Dorset Waterpark LTD, trading as Dorset Adventure Park (company registration number 09902765) whose registered office is situated at Dorset Adventure Park, Cobblers Lane, Swanage, BH19 2PX ("Dorset Adventure Park/us/we") and the person or firm who is making the Booking or participating in the Adventure/s (the "Customer/you") and will apply to any Booking you make (Agreement).

Our Terms include important information about our Adventures including any restrictions on who can or cannot take part in them. Give them a good read!

If you or any Participant suffers from any pre-existing medical condition, we recommend that you contact us before booking to ensure it does not preclude you from participating in any of our Adventures. Failure to do so may mean you or the relevant Participant cannot take part and no refund would be payable by us.

You acknowledge that you have read all these Terms (including the important bits) and you agree to make sure all Participants are aware of and have accepted these Terms.

Please note, by booking or participating in any of our Adventures you accept and agree to be bound by these Terms.

If you are not a consumer you:

- (i) agree that these Terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter; and
- (ii) acknowledge in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

1. Restrictions on our Adventures

Can you participate in our Adventures? Please check details on our restrictions and medical restrictions before completing your booking. <https://www.dorsetadventurepark.com/medical-restrictions/>

Waterpark Restrictions

All participants must have an up to date waiver form completed before taking part in activities. Participants aged under 18 must have a waiver completed by a parent or guardian.

Minimum age 6.

Under 18's must be accompanied by an adult

Under 12's must be accompanied by an adult on the water on a 1:4 ratio

Under 8's must be accompanied by an adult on the water on a 1:2 ratio

Minimum height 110cm.

Maximum weight 115kg (18 stone).

Participants must meet the minimum standard for water confidence, as per point 2.

Mud Trail Restrictions

All participants (even adults walking the trail to supervise children) must have an up to date waiver form completed before taking part in activities. Participants aged under 18 must have a waiver completed by a parent of guardian.

Minimum age 4.

1 adult is required to supervise every 6 participating children (under 18) - this can be either by participating in the course or using the walking trail. All children must have a parent of guardian present in order to take part.

Maximum weight 115kg (18 stone).

Participation may result in damage to clothing and personal items. We recommend that you do not bring or wear anything valuable onto the trail. Any items you choose to take on the trail are at your own risk.

2. Water Confidence

All participants using the Waterpark must meet the minimum standard for water confidence. This is defined as:

- Ability to duck head underwater
- Confidently swim 25 metres in a buoyancy aid without signs of panic

Buoyancy aids are always worn on the Waterpark.

3. The Participation Form

Every Participant is required to sign a Waiver. Organisations and schools can sign a group consent form, provided they have the authority to do so. If a Participant doesn't sign an Acknowledgement of Risk Form, or doesn't comply with any of the terms set out in the Acknowledgement of Risk Form, it may result in that Participant being prohibited from taking part in the Adventure concerned. If this happens, no refund will be paid, and we will not be liable for any compensation, consequential losses, or any other losses arising. You are able to request from us a copy of this form in advance of attending the adventure by contacting our team on 01929 505030.

4. Late Arrival

- In the interests of others we operate a strict timekeeping policy.
- All Participants in your party must arrive at the relevant designated location at least thirty (45) minutes prior to the Adventure commencement time.
- Failing to arrive at or before the scheduled time will not entitle you to a refund. There will be no compensation paid for consequential losses, lost or additional travelling expenses or other expenses of a similar nature.

5. Reprography

- Our site may have automated camera systems installed as well as manual cameras operated by staff. During your visit your image may be captured by one or more of these devices. By visiting our site you accept that you may be filmed either for the production of stills or video. These images may be used within products such as commemorative photographs purchasable onsite. Footage may also be used for promotional purposes.
- Video reprography is a service that may be offered. Dorset Adventure Park do not accept any liability if this service cannot be provided for whatever reason. In such circumstances no refund will be given nor compensation paid. Data provided at experience check-in, including your e-mail and mobile phone number, may be shared with for the purpose of providing you with the video reprography option if required.
- In the case of children under the age of 18, you accept and consent by making the Booking that still or video images of children will be taken during the reprography process.
- Many of our visitors will also be capturing video and photographs whilst on site whether by the use of our headcams or personal devices around our sites. By attending our site, you understand and accept that we are not responsible for the use of any images of you that may be captured in this way.

6. CCTV

Dorset Adventure Park uses closed circuit television (CCTV) images to provide a safe and secure environment for employees and for visitors to the Company's business premises, such as clients, customers, contractors and suppliers, and to protect the Company's property.

There is a specific policy that clarifies the use and management of the CCTV equipment and images in compliance with the Data Protection Act 2018 and the CCTV Code of Practice.

Under the Data Protection Act 2018, individuals have the right on request to receive a copy of the personal data that the Company holds about them, including CCTV images if they are recognisable from the image.

If you wish to access any CCTV images relating to you, you must make a written request to the Company's Data Protection Officer (Sam Thompson). Your request must include the date and approximate time when the images

were recorded and the location of the particular CCTV camera, so that the images can be easily located and your identity can be established as the person in the images. The Company will respond promptly and in any case within 30 calendar days of receiving the request.

The Company's CCTV facility records images only. There is no audio recording i.e. conversations are not recorded on CCTV (but see the section on covert recording).

The Company's Data Protection Officer (Sam Thompson) is responsible for the implementation of and compliance with this policy and the operation of the CCTV system and they will conduct a regular review of the Company's use of CCTV. Any complaints or enquiries about the operation of the Company's CCTV system should be addressed to Sam Thompson.

7. Children

Supervision is required for children under 18 years of age, please see individual adventures for more information.

8. Accessibility

a. Unfortunately we are currently unable to offer special or modified Adventures to accommodate disabled Customers requiring a wheelchair or other such mobility assistance and / or special access across all of our Adventures. More information on how Dorset Adventure Park aims to accommodate those with accessibility requirements can be found at <https://www.dorsetadventurepark.com/medical-restrictions/>. Please check this detail before completing your booking or contact us on 01929 505030 to discuss your requirements.

b. We reserve the right to decline participation in any Adventure on our site on the basis of a pre-existing medical condition which must be disclosed to us in the Participation Form or (if earlier) at the time of the Booking.

9. Pet animals

Pet animals are permitted on our site. However pet animals must at all times remain under the control of the owner or person accompanying them. If any of our operatives or employees in their absolute discretion direct that pet animals must be removed from the site then you must comply with this request which may be made on the basis of lack of control, animal welfare or hygiene.

10. Alcohol and non-prescribed drugs

The consumption and use of alcohol and non-prescribed drugs is strictly prohibited on all our site at all times. We reserve the right to refuse admission to any person who is considered to be under the influence of alcohol or non-prescribed drugs. Smoking is not permitted at any time when our equipment is being used.

11. Insurance

Dorset Adventure Park has appropriate public and employer liability insurance. Personal insurance against injury, theft, loss or any other event is not included and you must arrange for such cover, if required, to be in place.

12. Our liability if you are a Consumer

This condition only applies if you are a consumer.

a. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into an Agreement.

b. We do not in any way exclude or limit our liability for:

(i) death or personal injury caused by our negligence;

(ii) fraud or fraudulent misrepresentation;

(iii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

- (iv) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (v) defective products under the Consumer Protection Act 1987.

13. Our Liability if you are not a Consumer

This condition 23 only applies if you are a business customer.

a. Nothing in these Terms limits or excludes our liability for:

- (i) death or personal injury caused by our negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (iv) defective products under the Consumer Protection Act 1987.

b. Subject to condition 24(a), we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (i) any loss of profits, sales, business, or revenue;
- (ii) loss of business opportunity;
- (iii) loss of goodwill; or
- (iv) any indirect or consequential loss.

c. Subject to condition 24(b), our total liability to you in respect of all losses arising under or in connection with an Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Adventures purchased.

d. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Adventures. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Adventures are suitable for your purposes.

14. Losses

a. Dorset Adventure Park is not responsible for and accepts no liability for any loss or damage caused to any vehicle belonging to you or any member of your party or to the contents therein when the vehicle is parked on our site.

b. If you or any Participant deposits personal possessions, items of clothing or any other property with an employee or a third party on our site then they do so at their own risk and Dorset Adventure Park will not be responsible for any loss or damage to these items however caused. As you will be participating in physical activity, we can not accept liability for any damage to any items of clothing, footwear etc.

15. Reserved Rights

Cancellation:

Dorset Adventure Park reserves the right to cancel bookings. Reasons for cancellation may include, but without limitation:

- Violent, racist, verbal or sexual abuse towards any person on our site
- Failure to comply with the laws of England and Wales;
- Refusal or failure to complete the Acknowledgement of Risk and Conditions of Participation form;
- Refusal or failure to provide suitable evidence of ability to partake in any Adventure;
- Refusal or failure to pay the correct fee for an Adventure;
- Refusal to supply medical evidence or suitability to partake in an Adventure;
- Refusal or failure to pay the correct fee for an Adventure/admission;

In the event of cancellation or postponement of an Adventure by Dorset Adventure Park the provisions relating to cancellation and amendment which are available to the Customer under the provisions of Condition 7 ante will not apply to cancellation or amendment by Dorset Adventure Park in the circumstances envisaged by this Condition.

Provisional Bookings:

Dorset Adventure Park reserves the right to re-allocate an unsecured Booking at any time.

Changes to These Terms:

We reserve the right to make alterations or changes to these Terms at any time ensuring that the Customers of existing bookings will receive the latest copy of the Terms prior to participating in an Adventure. Should the revised Terms be unacceptable to a Customer who has pre-booked the booking may be cancelled without penalty or administration charge.

16. Events outside of Our control

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an Agreement that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 26(b).
- b. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- c. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement: (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations under an Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

17. Complaints and Disputes

Any disputes or complaints must be brought to the attention of Dorset Adventure Park in writing within fourteen (14) days from the occurrence which gave rise to the complaint / dispute. On receipt Dorset Adventure Park will respond within 14 days in writing. Dorset Adventure Park will endeavour to investigate and resolve such a dispute or complaint without involving third parties. In the event of a complaint or dispute not being satisfactorily resolved both Dorset Adventure Park and the Customer hereby agree that the dispute will be settled and determined by arbitration pursuant to the laws of England and Wales under the provision of the Arbitration Act of 1996.

18. General Matters

- a. We may transfer our rights and obligations under an Agreement to another organisation, but this will not affect your rights or our obligations under these Terms.
- b. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- c. Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.
- d. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- e. If you are a consumer, please note that these Terms are governed by the law of England and Wales. This means an Agreement for a purchase of through our site and any dispute or claim arising out of or in connection with it will be governed in accordance with the law of England and Wales. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- f. If you are a business, an Agreement and any dispute or claim arising out of or in connection with it 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.
- g. If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with an Agreement or its subject matter or formation (including non-contractual disputes or claims).