

## 1. Definitions and interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement:
- Access Periods:** means the times in which you will be able to enter and leave the property specified in clause 5.3.
- Accessway:** means entrance adjacent to Palmmarsh garage only.
- Application:** means the application form incorporating these terms and conditions.
- Banks:** means the banks of the Lake shown edged green on the Plan.
- Boat:** means your boat, or the boat in your control and responsibility, and which you wish to store at the Site as identified in the Application. For the avoidance of doubt this shall also include any equipment, trolley or trailer in connection with the boat.
- Designated Launching Site:** means points marked A and B on the Plan and are shown coloured brown on the Plan.
- Designated Storage Space:** means a storage space allocated to you at the Site from time to time.
- Fishing Rights:** means the right to fish in the Lake using rod and line only but not including any right to carry away any fish from the Lake.
- Lake:** means the part of the Site coloured green on the Plan.
- Membership Fee:** means the fee(s) specified in the Application.
- Parking Area:** means the parking area shown edged blue on the Plan.
- Plan:** means the Plan attached to these terms.
- Site:** means West Hythe Quarry as edged red on the Plan.
- Term:** means from the Commencement Date to 31 May.

## 2. These terms

- 2.1 These are the terms and conditions which apply to your membership.
- 2.2 Please read these terms carefully before you submit your Application to us. These terms tell you who we are, how we will provide membership to you, how you and we may change or end the membership, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## 3. Information about us and how to contact us

- 3.1 We are RKB Leisure Ltd, a company registered in England and Wales. Our company registration number is 11261694 and our registered office is at Borough Green Sandpit Platt Industrial Estate, St Marys Platt, Borough Green, Kent, United Kingdom, TN15 8JL.
- 3.2 You can contact us by telephoning us on 01732 885 563 or by writing to us at Borough Green Sandpit Platt Industrial Estate, St Marys Platt, Borough Green, Kent, United Kingdom, TN15 8JL.
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application form.
- 3.4 When we use the words "writing" or "written" in these terms, this includes emails.

#### **4. Your membership with us**

- 4.1 The Application constitutes an offer by you to purchase a membership in accordance with these terms.
- 4.2 The Application shall only be deemed to be accepted when:
- (a) payment has been received in full for the Membership Fee in accordance with these terms; and
  - (b) when we write to you confirming payment has been received and the Application has been accepted, on which date a contract will come into existence between you and us (**Commencement Date**).
- 4.3 Membership shall commence on the Commencement Date and shall continue for the Term when it shall terminate automatically without notice, unless terminated earlier in accordance with clause 8 (Termination).
- 4.4 If we are unable to accept your application, we will inform you of this in writing and will not charge you. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the membership.
- 4.5 We will assign a membership number and tell you what it is when we accept your application. It will help us if you can tell us the membership number whenever you contact us about your membership.
- 4.6 Unfortunately, we cannot accept applications from people under the age of 18.
- 4.7 Unfortunately, we do not accept applications from addresses outside the UK.

#### **5. Providing the membership**

- 5.1 Once your Application has been accepted we will provide you with a membership card, car pass and key (if applicable). If you have applied for a family membership, this will include, your spouse and two children (over 6 years old and under 18 years old), but only when you are physically present.
- 5.2 Access to the Site will be by the Accessway. Access to the Site by any other route is strictly prohibited.
- 5.3 The main gate to the Site is locked from 9pm to 7am between 1 May to 30 September and 8pm to 7am between 1 October to 30 April.
- 5.4 There may be occasions when the Site will be reserved for special activities and access on these days will be restricted or prohibited. Where your use of the membership is affected by special activities we shall notify you in advance and we will take steps to minimise the effect of special activities.
- 5.5 Access to parts of the Site will be restricted or prohibited. This is for your safety and will not affect the use of your membership. You will be notified of any changes to these restrictions.
- 5.6 If your use of the membership is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any membership you have paid for but not received.
- 5.7 We may have to suspend the membership to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the membership to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the membership as requested by you or notified by us to you.
- 5.8 We will contact you in advance to tell you we will be suspending the membership, unless the problem is urgent or an emergency. If we have to suspend the membership for longer than one continuous month we will arrange for a refund of the membership fee in proportion to the period membership was suspended so that you do not pay for membership while

it is suspended. You may contact us to end the contract if we suspend the membership, or tell you we are going to suspend it, in each case for a period of more than two months and we will refund any sums you have paid in advance for membership not provided to you.

## 6. Boat storage

- 6.1 Where the membership includes Boat storage we shall allow you to store a Boat in the Designated Storage Space as specified by us from time to time.
- 6.2 We shall have the right to make any changes to Boat storage which are necessary to comply with any applicable law, regulation, rule bye-law or safety requirement, or which do not materially affect the membership.
- 6.3 We shall provide Boat storage services using reasonable skill and care and in accordance with our obligations under the law.
- 6.4 You shall have access to your Boat in accordance with the Access Periods in clause 5.3.
- 6.5 The Boat must be kept in good operational condition and shall be no longer than five meters and shall have one hull.
- 6.6 Subject to clause 10, during the Term the Boat is left at your own risk.
- 6.7 Boats shall:
- (a) Enter and leave the water at a Designated Launching Site.
  - (b) Not be used for fishing.
  - (c) Not pass within 45 feet of anglers fishing from the shore.
  - (d) Only be used when wearing personal buoyancy aids of minimum specification (BSEN393 194).
  - (e) Comply with signs as to restricted areas on the water.
  - (f) Only be used where you have the relevant level of competency. Where you are using a sailing boat you shall have a minimum RYA level 2 or the international equivalent qualification, valid for the Term, unless there is a safety boat on the water.
- 6.8 We may demand proof of your qualification to sail. You must therefore carry proof at all times.
- 6.9 You shall be responsible for the supervision of family members at all times when using a Boat.
- 6.10 During the Term you shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against in connection with the Boat.
- 6.11 On termination the Designated Storage Space shall be left in the same condition as at the Commencement Date and free from any debris and you shall make good any damage prior to termination.
- 6.12 We shall have the right to move your Boat to any part of the Site or off the Site where it is necessary:
- (a) to ensure the safety of the Boat or other boats; or
  - (b) for the proper secure and efficient running of the Site; or
  - (c) due to termination.
- 6.13 You shall indemnify us for all costs, expenses (including legal and out-of-pocket expenses and any value added tax on those costs and expenses), losses or liabilities incurred in connection with any works necessary to remove the Boat from the Site, clean, tidy and remove debris from the Designated Storage Space and restore it to the condition of the Designated Storage Space to the condition at the Commencement Date.

## 7. Your obligations

You agree and undertake and shall where applicable procure that family members agree and undertake:

- 7.1 To carry and produce when demanded your membership card.
- 7.2 To carry and produce when demanded your qualification to sail valid for the Term.
- 7.3 To carry and produce when demanded a National Rivers Authority rod license for each rod in the Lake, valid for the Term.
- 7.4 To only use green bivies.
- 7.5 To obey all signs and posters displayed.
- 7.6 To exercise the Fishing Rights:
  - (a) safely and in a proper sportsmanlike manner;
  - (b) in the proper seasons only;
  - (c) in accordance with all laws and byelaws in force from time to time;
  - (d) without prejudice to the general obligation in clause 7.6(c):
    - (i) not using any prohibited baits, lures or weights;
    - (ii) not using any engine, apparatus or angling equipment other than rod and line with catch and release nets as auxiliary to them; and
    - (iii) not causing any pollution.
  - (e) in accordance with the our reasonable requirements which we will notify you of from time to time; and
  - (f) unaccompanied by dogs;
  - (g) with no more than four rods used at any one time;
  - (h) rods must not be left unattended;
  - (i) not to use fixed rigs, braided leaders and braided mainlines;
  - (j) all fish over 3 pounds must be unhooked on an unhooking matt and/or cradle (recommended size 3' x 2');
  - (k) shall not use remote controlled boats or bait boats;
  - (l) all particle baits must be cooked before use;
  - (m) shall not use peanuts (half a pint of tiger nuts per visit is permitted); and
  - (n) shall ensure all equipment is dry before setup to prevent the spread of disease.
- 7.7 Not to allow any other person to exercise the Fishing Rights.
- 7.8 Not to exercise your Fishing Rights in any way that interferes with our rights or other members' rights (this includes but is not limited to casting out into neighbouring swims).
- 7.9 Not to obstruct the Banks or the Lake or any access to or over them, and not to obstruct the Accessway, Parking Area and not in any other way to interfere with the use of any of them by us or by any persons acting under any lawful authority including any persons exercising private or public rights of way.
- 7.10 Not to do or permit to be done on or in the Banks or Lake anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us, other members or to any owner or occupier of neighbouring Site.
- 7.11 Not to do or permit the playing of radios, camping and/or swimming.
- 7.12 To park all cars in a Parking Area and shall not drive more than 10mph on the Site.
- 7.13 To prevent any damage to:
  - (a) the Banks or Parking Area or any other land, buildings or other property of the Site;
  - (b) any neighbouring land, buildings or other property; or
  - (c) any trees, hedges, bushes or other plants on the Banks or on any other part of the Site and shall not without our prior written consent cut, lop, remove or fell any of them.

- 7.14 Should any damage be caused by you or any person under your control, to immediately report any such damage to us and pay full compensation for any loss suffered in respect of any such damage.
- 7.15 To keep the Banks and Parking Area tidy and clear of rubbish, including all discarded angling equipment, and not to deposit any waste, rubbish, soil or other material on them or in the Lake or on any other part of the Site or neighbouring land.
- 7.16 Not to make any alteration or addition whatsoever to the Banks or Parking Area.
- 7.17 Not to display any advertisement, signs or notices on the Banks or Parking Area.
- 7.18 To immediately notify us of any persons that you reasonably believe to be trespassing on the Banks or to be fishing in the Lake or taking fish from the Lake without authority.
- 7.19 To indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from these terms.
- 7.20 To report all incidents needing emergency services or medical treatment to us as soon as reasonably possible.
- 7.21 At the end of the Term to leave the Banks and Parking Area clear of rubbish, including all discarded angling equipment, and to remove all property from them and to remove from the Lake all nets and other angling equipment. If any property is not removed within seven days of the end of the Term, we may dispose of it in any manner that we deem fit without incurring any liability whatsoever.

## **8. Termination**

- 8.1 You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.2 The Term shall automatically expire unless terminated earlier in accordance with these terms. If you would like to enter into a new membership you shall have to complete an Application and pay the relevant Membership Fee prior to the commencement of a new Term.
- 8.3 Without limiting its other rights or remedies, either party may terminate the membership by giving the other one month's notice. Where we terminate the membership under this clause 8.3 we shall reimburse you for any Membership Fee paid but not yet used following the end of the month's notice period.
- 8.4 Subject to clause 5, you may have a right to terminate the membership immediately If you are ending the membership for a reason set out at (a) to (e) below, the membership will end immediately and we will refund you in full for any Membership Fee which has not been provided or has not been properly provided. The relevant reasons are:
- (a) we have told you about an upcoming change to the membership or these terms which you do not agree to;
  - (b) we have told you about an error in the price or description of the membership you have applied for and you do not wish to proceed;
  - (c) there is a risk use of the membership may be prevented or delayed because of events outside our control;
  - (d) we have suspended the membership for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one continuous month; or
  - (e) you have a legal right to end the contract because of something we have done wrong.
- Where you terminate the membership under this clause 8.4 we shall reimburse you for any Membership Fee paid but not yet used following the date of termination.
- 8.5 We may terminate the membership immediately by writing to you, if you breach any of the obligations contained in clause 6 and clause 7. Where the membership is terminated under this clause 8.5 we shall not refund any Membership Fee.
- 8.6 To end the membership with us, please let us know by doing one of the following:

- (a) Call us on 01732 885 563.
  - (b) Simply write to us at Borough Green Sandpit Platt Industrial Estate, St Marys Platt, Borough Green, Kent, United Kingdom, TN15 8JL with your name and address and membership details.
- 8.7 We will refund you the price you paid for the membership. However, we may make deductions from the price, as described below.
- 8.8 If you are exercising your right to change your mind: we may deduct from any refund an amount for the use of the membership during the time between accepting the application ending with the time when you told us you had changed your mind.
- 8.9 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## **9. Price and payment**

- 9.1 The price of the membership (which includes VAT) will be the price set out on the Application. We take all reasonable care to ensure that the prices of membership advised to you are correct. However please see clause 9.2 for what happens if we discover an error in the price of the membership.
- 9.2 It is always possible that, despite our best efforts, the Membership Fee may be incorrectly priced. We will normally check prices before accepting your Application. Where the Membership Fee is incorrect we will contact you for your instructions before we accept your Application. If we accept and process your Application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.
- 9.3 If you think you have been charged incorrectly please contact us promptly to let us know.

## **10. Limitation of liability**

- 10.1 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 contract 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.
- 10.2 Nothing in these terms shall limit our 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 membership.
- 10.3 The membership is for your personal use. We therefore will have no liability whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- (a) loss of profit;
  - (b) loss of business, business interruption, or loss of business opportunity;
  - (c) loss of anticipated savings;
  - (d) loss of or damage to goodwill;
  - (e) loss of use or corruption of data or information; and
  - (f) any indirect or consequential loss.
- 10.4 Although we owe you the obligations set out at clauses 10.1 and 10.2 above, you should be aware that the Designated Storage Space and the Car Park are open to the general public. We cannot guarantee that members of the general public will not enter the Designated Storage Space and Car Park and cause damage to property and/or engage in criminal activity. Accordingly, you store the Boat in the Designated Storage Space and park your vehicle in the Car Park at your

own risk. We cannot and do not guarantee the security of your Boat or vehicle and/or their contents.

## **11. No warranty of condition**

- 11.1 We give no warranty that the Site or Lake are in a safe condition and fit for the use.
- 11.2 You acknowledge that you do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on our behalf before the Commencement Date.
- 11.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **12. How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

## **13. Other important terms**

- 13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2 You may only transfer your rights or your obligations under these terms to another person with our written consent.
- 13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 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 breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the membership, we can still require you to make the payment at a later date.
- 13.6 These terms are governed by English law and you can bring legal proceedings in respect of the membership in the English courts.