



**Castlecomer
Discovery Park**
Yours to enjoy

Terms and Conditions

The websites www.discoverypark.ie, www.discoveryparkchristmas.ie and www.coalfacerace.ie are operated and controlled by Castlecomer Demesne Company Limited (CRO 239009), trading as Castlecomer Discovery Park, with a registered address at The Estate Yard, Castlecomer, Co. Kilkenny, Ireland.

All persons entering Castlecomer Discovery Park ("Entrants") do so subject to the following terms and conditions. Please read them carefully.

Every effort is made to ensure the accuracy of our brochures, websites and other printed material at time of going to print, however Castlecomer Discovery Park cannot be held responsible for printing and typographical errors, or changes arising from unforeseen circumstances.

I. Entry to Castlecomer Discovery Park

- i. Children under the age of 16 if participating in activities must be accompanied by an adult, aged 18 years or over whilst visiting Castlecomer Discovery Park.
- ii. At all times please ensure that you obey the safety regulations and signage displayed throughout Castlecomer Discovery Park.
- iii. Height, age, size and/or medical restrictions apply on certain activities. Please refer to the park website, map and signage.
- iv. If at any time a participant's standard of behaviour falls below that expected by Castlecomer Discovery Park, the participant may be asked to leave Castlecomer Discovery Park and no refunds will be considered concerning any purchase that may have been made.
- v. Castlecomer Discovery Park is largely an outdoor attraction and we ask that guests wear sensible clothing and footwear during their visit. In the interests of health and safety, guests must remain fully clothed and wear shoes at all times. Admission may be refused if clothing is deemed inappropriate by park management
- vi. Pets or animals are only permitted in Castlecomer Discovery Park if kept on a leash at all times and cleaned up after. Animals are not permitted in the indoor spaces of Castlecomer Discovery Park, the only exceptions are for assistance/guide dogs.
- vii. Entrants found to be in possession of prohibited items will be refused entry and/or escorted from Castlecomer Discovery Park.
- viii. Skateboards, rollerblades, roller skates, bikes, scooters and other forms of personal transport are not permitted in Castlecomer Discovery Park.
- ix. Castlecomer Discovery Park will not under any circumstances tolerate threatening or abusive behaviour towards any member of staff or fellow guests. Such behaviour will result in immediate expulsion from Castlecomer Discovery Park.

II. Conduct of Entrants

Castlecomer Discovery Park reserves the right, in its absolute discretion, to refuse entry to, or remove from Castlecomer Discovery Park or the vicinity without refund, any person who:

- i. Behaves in a manner which, in the opinion of Castlecomer Discovery Park, its employees, contractors or agents, has affected or is likely to affect the safety or enjoyment of, or cause annoyance, danger or distress to, other entrants or damage to property;
- ii. Uses threatening, intimidating, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace;
- iii. Appears, in the opinion of an employee or agent of Castlecomer Discovery Park, to be under the influence of alcohol or other substances; or
- iv. For any other reason at the sole discretion of Castlecomer Discovery Park, its employees, contractors or agents. A person to whom the aforementioned terms applies will be liable for any damage caused or expenses incurred by his or her behaviour.

In addition to the above:

- v. Smoking is strictly prohibited within the indoor spaces of Castlecomer Discovery Park. Visitors are encouraged to refrain from smoking in the vicinity of children and children's play areas.
- vi. All persons acknowledge that they are under a duty of care to take reasonable steps to ensure their own safety and that of any person accompanying them, taking into account age, capacity and any medical conditions

III. Limitation of Liability

- i. Nothing in these Terms affects your Statutory rights as a consumer or excludes or limits our liability for fraud or for death or personal injury resulting from our negligence or for any other liability which we cannot exclude or limit under law but otherwise our liability if you purchase a ticket shall be limited to the price paid by you for it.
- ii. Castlecomer Discovery Park shall not be liable for an Entrants Property lost or damaged at Castlecomer Discovery Park. Such property is at the sole risk of the Entrant.

IV. Booking Activities / Events

- i. Activities can be purchased in advance on our website www.discoverypark.ie using the online booking system. We cannot reserve spaces without full payment.
- ii. Bookings are valid only for the specific activity, date and time booked and are non-transferrable.
- iii. Once your order has been processed you will be emailed confirmation of your booking. This includes a downloadable Acknowledgment of Risk Form. This form should be printed and completed for all participants. This must be printed and brought with you on the day.
- iv. It is the responsibility of the customer to check the accuracy of the particular activity booked to ensure all participants meet specific activity requirements (age, height, weight).
- v. Bookings are strictly non-refundable. The only exception is when Castlecomer Discovery Park does not operate the activities in question. Please see Cancellation section below.
- vi. Activity prices are in accordance with those displayed in the Visitor Centre and on our website and will be charged per person.
- vii. All prices are quoted in euro. Castlecomer Discovery Park reserves the right to increase or decrease ticket prices at any time without notice.
- viii. Walk-in customers: we operate on a "first come – first served" policy so we cannot guarantee that you will be able to book a particular facility/activity for a specific time or at all.
- ix. Some activities require a minimum number of participants or other criteria to be met to proceed.
- x. Payment can be made by cash, and/or debit/credit card.
- xi. We do not accept personal cheques. Payment for school and group visits can be made by double-signed organisation cheque supported by official letterhead/confirmation of address.

V. Group Bookings

- i. Groups in excess of 20 participants should book by calling us directly.
- ii. In certain circumstances, discounted rates may apply to activities with 20+ participants. Should the numbers drop below 20 on the day, the full rate will be charged.
- iii. Group bookings are required to pay a non-refundable 30% deposit upon booking. This must be paid within 7 days of making a reservation. We reserve the right to sell on any places reserved without full payment or a deposit.
- iv. Final numbers are required two weeks in advance of visit. This is the amount to be paid regardless if numbers reduce on or before the activity day.
- v. Hen and Stag groups must make payment in full at least two weeks in advance of visit. No refunds are given for reduced numbers/non-participants on or before the activity day.
- vi. Payment in full for other groups must be made at the latest on the day of the visit before commencing activities. Payment by invoice is only possible in exceptional circumstances with prior approval from Castlecomer Discovery Park. In this case, payment in full must be made within 30 days of the activity.

VI. Cancellations and Refunds

- i. Once you have paid to participate in an activity at Castlecomer Discovery Park, refunds will not be considered.
- ii. As above, we have a no-refund policy. If a booking is cancelled at least 7 days in advance, it may be possible to transfer your booking to a new date with agreement from us. A refund will not be issued. This amendment possibility does not apply to bookings for the Castlecomer Discovery Park Christmas Experience. See separate Terms and Conditions document for this event.
- iii. Late arrivals will not be accommodated and no refund will take place if an activity is missed.
- iv. From time to time it may be necessary to vary or withdraw certain activities without notice. Should we cancel an activity or close a facility for which you have already paid we will refund all monies already paid for the relevant activity or try to reschedule the activity or provide a suitable alternative but will not pay any compensation as a result.
- v. Castlecomer Discovery Park reserves the right to amend and/or alter the conditions of issue associated with entrance to Castlecomer Discovery Park without any prior notification.

VII. Events Outside the Control of Castlecomer Discovery Park

- i. Castlecomer Discovery Park is not liable or responsible for any failure to perform, or delay in performance of, any of its obligations caused by events outside its reasonable control.
- ii. It must be understood that for operational, technical, weather related or other reasons beyond our control, any activity may have to be closed, removed, altered in type or otherwise be unavailable at any time due to inclement weather, technical issues or otherwise without prior notice.
 - i. Weather: As an outdoor activity centre, all activities at Castlecomer Discovery Park operate as normal under normal weather conditions.
 - a. Under no circumstances can we be held responsible for weather conditions. No ticket can be cancelled or amended by you at any time on the basis of weather conditions. We accept no responsibility for weather conditions that may affect the delivery and implementation of our itinerary.
 - b. Participants are advised to wear suitable weather-appropriate clothing and footwear.
 - c. If it's just a light rain, we won't close activities, but you can expect to get wet. If it's torrential rain, but the radar indicates it will pass through quickly, we will hold up

activity on the courses until it passes. If there is any lightning anticipated, be prepared to wait it out. Often, the weather issues are temporary, but in dangerous circumstances, we have to close.

- d. Specific activities cannot operate in cases of very strong winds or lightning.
 - e. Castlecomer Discovery Park carefully monitors weather alerts issued by the national weather service, Met Eireann, and acts according to best guidance on the particular event.
- iii. In the event of closure of Castlecomer Discovery Park (or certain activities within), we will refund the cost of prepaid tickets purchased specifically for dates on which Castlecomer Discovery Park is closed only. Castlecomer Discovery Park shall have no liability whatsoever, including no liability for travel expenses or any other out-of-pocket expenses, in respect of closure of part or all of Castlecomer Discovery Park.

VIII. Participation in Activities

- i. Some activities have minimum/maximum age, height and weight restrictions. These may change from time to time. Restrictions will vary for school bookings. Restrictions are strictly enforced:

Activity	Minimum Age	Maximum Age	Minimum Height	Maximum Weight
Tree-Top Adventure Walk & Climbing Wall	7 years		1.2 metres	120 kg
Zipline & Octagon High Ropes	12 years		1.3 metres	120kg
Junior Woodland Adventure Course (Low Ropes)	3 years	8 years		
Bouncing Net	3 years	8 years		
Pedal Boat & Canadian Canoe	No lower limit*			
Archery	7 years			
Axe-Throwing	12 years			
Mountain Biking	12 years			

**provided buoyancy aid fits securely, determined by our Instructor on duty.*

- ii. For all activities, an Acknowledgement of Risk Form must be completed before participating. For participants under 16 years of age, an adult of 18 years or older must complete the Acknowledgment of Risk Form on their behalf.
- iii. You must notify staff of any medical conditions or special requirements prior to commencement of the activity. Pregnant persons cannot take part in any harnessed activity.
- iv. Castlecomer Discovery Park staff have the final decision on suitability for participation in a given activity.
- v. Late arrivals may result in missed activities. When booking an activity, you will be given a timeslot when the activity will take place. If you are late, you may not be able to participate in certain activities.
- vi. Jewellery, mobile phones, tablets, cameras etc. are not permitted on harnessed activities.
- vii. Closed toe footwear must be worn on activities.
- viii. We recommend you do not bring any items of value with you on the day. Castlecomer Discovery Park will not take responsibility for any such items.
- ix. You may not participate in any of our activities whilst under the influence of alcohol, illegal substances or legal medication which may induce drowsiness or could affect your reaction times.

IX. Complaints

- i. In the event that you may wish to make a formal complaint please contact a staff member who will direct you to the appropriate person.

- ii. If the matter cannot be resolved immediately or during your visit, you can follow up with a written or email to Castlecomer Discovery Park as soon as is reasonably possible so that your complaint can be investigated.
- iii. You will be assured of respect and courtesy whilst your complaint is being dealt with.

X. Photography

- i. While photography of the Park is permitted, photography of guests other than your own group is strictly prohibited. If photos of minors are taken without the written permission of their parent/guardian, these photos must be deleted. Visitors who fail to comply with this will be removed from the Park and relevant authorities contacted.
- ii. We occasionally take photographs and videos for promotional and training purposes and we occasionally receive requests from TV or other companies to film/photograph onsite. Please be aware that filming may be in progress during your visit.
- iii. Use of drones is not permitted in Castlecomer Discovery Park for consideration of human and wildlife safety and disturbance. We may grant permission for drone-related commercial filming in certain circumstances. In general terms the production company must follow the same competency and insurance rules as those required for contractors.... (*see other examples for text)

XI. GDPR

- i. Castlecomer Discovery Park complies with data protection law and principles which means your data will be:
 - a. Used lawfully, fairly and in a transparent way
 - b. Collected only for valid purposes and communicated to you
 - c. Kept only as long as necessary for the purposes we have told you about
 - d. Kept securely
 - e. We may contact you from time to time
- ii. CCTV is used by Castlecomer Discovery Park for the following purposes:
 - a. Safeguarding of persons and property located in the Park.
 - b. Securing public order and safety in public places by facilitating the deterrence, prevention, detection and prosecution of offences and anti-social behaviour.
 - c. Supporting An Garda Síochána to deter, prevent, detect and prosecute crime.
- iii. Data obtained through the use of CCTV systems shall be limited and proportionate to the purposes for which it was obtained.
CCTV will not be used for any other purposes other than those outlined.
CCTV will be deployed, as appropriate, either permanently or from time to time, at various locations within the functional area of Castlecomer Discovery Park. These locations may include the following:
 - a. Park Entrance
 - b. Car Park
 - c. Visitor centre premises and property.
 - d. Activities and Attractions
 - e. Properties containing plant, machinery and equipment
 - f. Public areas.
- iv. CCTV will not be deployed where persons have a reasonable expectation of privacy.
- v. Cameras shall be positioned in such a way as to prevent or minimise recordings of persons or property other than those that are intended to be covered by the CCTV system.

XII. Child Safeguarding

- i. Castlecomer Discovery Park has a Child Safeguarding Statement Policy. This is publicly displayed in the Visitor Centre.
- ii. All staff employed at Castlecomer Discovery Park are Garda Vetted as per the Children's First Act, 2015.