

Birdham Pool Price Match Guarantee 2024

Terms and conditions

Date of posting: 18/07/2024

1. Introduction

1.1 The terms and conditions on this page (the “**Terms**”) apply to our Price Match promotion (“**Promotion**”). Please also see our Privacy Policy which describes how we use your personal information in connection with the Promotion and your data protection rights.

1.2 The promoter of the Promotion is Birdham Pool Marina (“**we**”, “**us**”, “**our**” or “**Aquavista**” as applicable). You can find our company and contact details at the end of these Terms.

1.3 Please read these Terms carefully as, by entering the Promotion (by quoting ‘Price Match’ when enquiring with us), you will be deemed to have accepted these Terms and agreed to be bound by them. You shall at all times comply with these Terms.

1.4 We recommend that you print a copy of these Terms for future reference. You can contact us in relation to the Promotion or request a copy of these Terms by writing to us using the contact details at the end of these Terms.

1.5 Any complaints regarding the Promotion should be sent to us using the contact details at the end of these Terms.

2. Eligibility and participation

2.1 The Promotion is available from 00:00 on 18th July 2024 and will end on 23:59 on 30th September 2024 (“**Promotion Period**”). Any contracts entered into with Birdham Pool Marina outside of the Promotion Period will not be eligible for the Promotion.

2.2 To be eligible for the Promotion, the following criteria must apply:

2.2.1 you must purchase a leisure licence by entering into the applicable contract with Birdham Pool, with a minimum duration of 4 consecutive months and which must commence on or before 1st October 2024.

2.2.2 A 10% deposit must be paid by 30th September 2024 to secure the contract.

2.2.3 you must be aged 18 or over.

2.2.4 you must be a new to Aquavista customer.

2.3 To enter the Promotion, you must quote ‘Price Match’ at the time you enter into the Eligible Contract, either online, over the phone or in person.

2.4 The competitor quote must from a comparable marina and dated within the last month of making an enquiry.

2.5 The Promotion cannot be claimed retrospectively, for example, in respect of Eligible Contracts entered into prior to the promotion period, or in any circumstances where you did not quote 'Price Match' before entering into the Eligible Contract.

2.6 The Promotion is subject to mooring availability.

2.7 By entering the Promotion, you promise that all information submitted by you is true, accurate, current and complete. We reserve the right to verify your eligibility to enter the Promotion, during and/or after the Promotion Period (including verifying entrants' identity, age and address).

2.8 Our decision is final and no correspondence on any matter concerning the Promotion will be entered into.

3. The reward

3.1 The reward for eligible participants that have entered the Promotion is to Price Match against a comparable quote from a competitor in the local area. The discount will be applied at the start of the contract.

3.2 Rewards are non-transferable, non-resaleable and non-negotiable and cannot be refunded, exchanged or amended and have no cash alternative.

3.3 The Promotion is for personal and consumer use only.

4. Our liability

4.1 We do not accept any responsibility for any damage, loss, injury or disappointment suffered by you as a result of you entering the Promotion or accepting any reward.

4.2 Nothing in these Terms shall exclude our liability for death or personal injury as a result of our negligence or for fraud or fraudulent misrepresentation or for any other liability that cannot be limited or excluded by applicable law.

5. Your personal information

5.1 As a result of your participation in the Promotion, we will collect certain personal information relating to you. Please see our [Privacy Policy](#) for information regarding the personal information we collect from you and the purposes for which we use that information. We will process the information about you in accordance with that policy. As described in our Privacy Policy, we will share some of your personal data with our suppliers assisting with the conduct of the Promotion, the fulfilment of the rewards and the sale of products to you.

6. Changes to the promotion or these terms

6.1 We may modify, suspend or terminate the Promotion, extend its closing date or time or make any other changes to the Promotion or Terms only in the event of circumstances arising that are outside of our reasonable control.

6.2 Where reasonably possible, we will notify you of such changes in advance or at the time we make such changes by posting amended Terms on this page.

7. Governing law and jurisdiction

7.1 The Promotion and these Terms are governed by the laws of England and Wales.

7.2 You can bring legal proceedings in respect of these Terms in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Terms in either the Scottish or the English courts.

8. Company and contact information

8.1 Aquavista is a company incorporated in England and Wales, under company number 04930453, with its registered office address at Sawley Waterside & Marina, Long Eaton, Nottinghamshire, England, NG10 3AE.

8.2 If you have any questions or complaints about the Promotion, please contact us at birdhampoolmarina@aquavista.com.