

## **Terms & Conditions of Booking**

In these terms and conditions the term “company” means Weymouth & Portland On the Water Training Ltd, its instructors or any subcontracted person.

The term “the client” shall mean each person in whose name the course is booked.

**1** If the company is unable to meet any booking through circumstances beyond its control, the client(s) may be offered another booking at the company’s discretion or alternative booking offered with another company.

**2** If the company is unable to offer the client(s) or the client(s) are unable to accept such an alternative booking, the company will refund any deposit or course fee paid. The company’s liability is limited to this.

**3** The company will decide how and when any courses run and whether or not the course will go out onto the water. The company’s decision is final.

**4** Your place on a course is secured when we receive a completed booking form (per course participant) and full payment for the course. Please send a cheque payable to ‘On the Water Training Ltd’

**5** In the event of your wishing to cancel your place on a course the following terms apply:

- Greater than four weeks notice : Course fee repaid less £75 administration charge
- Between four & two weeks until your course: Full cost of course due unless places can be ‘resold’ in which case liability is limited to the administration charge.
- Less than two weeks notice: Full cost of course due.

In the event that you need to change the date of your course we will do our utmost to accommodate the change at no further cost. This is dependant on the notice given & thus our ability to ‘resell’ your place as per terms above.

**6** The school is insured, however the client is strongly recommended to take out their own insurance against cancellation, damage or loss of personal effects, death or personal injury.

**7** The company and its employees accept no liability for theft, loss or damage for the clients clothing, equipment and personal property howsoever caused on or off the company’s craft.

**8** The company does not accept responsibility, unless it is proved in a court of law to be negligent, for death of, or injury to the client or loss or damage to the client’s property.

**9** The client acknowledges that there are inherent dangers involved in sports/ power boating and understands and agrees to sign the booking form indemnity holding the company and its Instructors free of liability in the event of an accident, death, injury or damage to person or property.

**10** Own boat tuition or delivery. Tuition/ Delivery are provided on the following basis:

- The vessel is insured by the owner for loss, damage and legal liability to third parties.
- The owner remains the skipper and legally responsible for the safe management of the vessel at all times (including when under tuition) and will not hold the Instructor responsible for loss or damage.
- The owner undertakes to secure the consent of the insurers to this agreement.
- Own boat tuition will only be undertaken on the vessel owned by the person attending the course.

**11** A client who seeks ‘own boat tuition’ will also be sent a separate document detailing the equipment required on the boat. It’s condition of the booking that the client’s boat satisfies the conditions detailed within this document.

**12** Clients provided with equipment such as waterproofs etc are responsible for their safe return at the end of each day.

**13** Individuals intending to obtain the International Certificate of Competence (ICC) are advised that under current RYA ‘rules’ state “This certificate is available only to British citizens and bona fide British Residents over the age of 16. Evidence of residency for non-citizens will be required in the form of a photocopy of a driving licence, utility bill, Council Tax bill or bank statement etc. Further authenticated evidence of residency for non-citizens may be required. The ICC is acceptable for British citizens or residents using British flagged vessels for leisure. Other countries may accept the ICC for their native flagged vessels”

**14** Children’s Powerboat courses: On the water training runs Level 1 courses for 8-18 year olds, Level 2 for those aged 12-16 year olds. All certificates issued will be endorsed. Children must be accompanied by a Parent/guardian or a responsible adult.