



All-Aboard Watersports Terms & Conditions

1) Your Contract

Please read carefully these Terms and Conditions and the information contained on our website as these form the basis of your contract with All-Aboard Watersports and set out the respective rights and obligations of both parties. In the following Booking Conditions 'you' means the Party Leader and 'we' or 'the Charitable Incorporated Organisation (CIO)' means All-Aboard Watersports.

2) To confirm your booking

Bookings are confirmed once you have received a booking confirmation email. A contract will then exist between us.

3) Risk Statement

It must be recognised that watersports are by nature unpredictable sports and therefore inherently involve an element of risk. By taking part in any activity provided by All-Aboard Watersports, you agree and acknowledge that:

- (i) You are aware of the inherent element of risk involved in the sport and you accept responsibility exposing yourself to such inherent risk whilst taking part in the activity;
- (ii) You will comply at all times with the instructions of All-Aboard Watersports members of staff or volunteers, particularly with regard to handling of boats, wearing of buoyancy aids and the wearing of suitable clothing for the conditions;
- (iii) You accept responsibility for any injury, damage or loss to the extent caused by your own negligence;
- (iv) You will not participate in any activities whilst your ability is impaired by alcohol or illegal substances;
- (v) The provision of safety boat cover is limited to such assistance, as can be practically provided in the circumstances.

4) Price

Once you have booked, the agreed price of your booking is fully guaranteed by All-Aboard Watersports and will not be subjected to any surcharge provided you meet the payment schedule. This does not apply to invoice errors or government action.

5) Schedule of payments

For private bookings:

Full payment must be received in order for a booking to be confirmed.

For school groups and community organisations:

Payment should be made in full within 28 days of the date of invoice.



NOTE: If any payment due is not received in full and on time we reserve the right to treat the booking as cancelled by you. We have no obligation to send out reminders for payments due.

6) Cancellations

You may cancel your booking at any time. Written notification from you (the Party Leader) must be received at our office. To cover our expected losses there is a set scale of charges that applies.

The date of cancellation is the date of the receipt of written advice to All-Aboard Watersports.

NOTE: if the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges i.e. necessary cancellation due to injury or illness etc.

Cancellation charges are payable as follows:

More than 21 days prior to booking start date – 25% of the cost of the booking

8 - 21 days prior to booking start date - 50% of the cost of the booking

7 days or less prior to booking start date - 100% of the cost of the booking

7) Alterations

All-Aboard Watersports will, wherever possible, try to accommodate any alterations requested after the contract is formed. Alteration requests must be made in writing to All-Aboard Watersports by the Party Leader. Any new persons added to the booking will be treated, for the purposes of these terms and conditions, as if they had been included on the original booking.

In the unlikely event that we are forced to postpone the second day of a two day course due to adverse conditions, we will offer alternative dates to complete the course within a six week window of the original course date.

Alteration charges are payable as follows:

More than 7 days prior to course start date – £20 amendment

7 days or less prior to course start date – amendments will be treated as a cancellation.

8) All-Aboard Watersports alterations

The arrangements detailed in your booking and in our leaflets and website are given in good faith at the time of writing, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate. No employee or representative of All-Aboard Watersports has the authority to verbally vary these terms and conditions or the information within our brochure, other All-Aboard Watersports literature or to enter into verbal agreements with clients of the CIO. No variation in these conditions



or otherwise in the terms upon which a booking is made and no promise to refund money paid to All-Aboard Watersports shall be valid unless in writing and signed by the Activity Manager.

If we make a major change to your booking, we will inform you as soon as reasonably possible. You will have the choice of either accepting the change of arrangements or cancelling your booking and receiving a full refund of all monies paid.

9) Images

From time to time authorised parties may carry out photography and/or video recording. You agree that we may use such images in promotional, advertising or publicity material in any format whatsoever. You further agree that copyright rests with such authorised parties. If for any reason you do not wish to have your photograph taken, please let the Administrator know.

10) Insurance

We strongly recommend that you are insured for your course. It is your responsibility to ensure that your policy includes cover for cancellation, emergencies and the watersports activities in which you will be participating.

All-Aboard Watersports holds full Public Liability Insurance (£5million).

11) Restrictions

All-Aboard Watersports and its staff are responsible for the safe conduct of your course and may vary the itinerary to that end. They alone shall decide whether or not the watersports activities are available or conditions are safe to use a particular craft. It is not permitted for any All-Aboard Watersports craft to do night sailing or partake in any third party race without the prior written approval of All-Aboard Watersports. All water based activities are offered subject to availability. All-Aboard Watersports cannot be held responsible changes, cancellation or postponement for watersports activities due to adverse weather conditions or water quality.

12) All-Aboard Watersports liability

All-Aboard Watersports accepts responsibility should any of the services which we are contractually obliged to provide prove deficient or not of reasonable standard. This includes responsibility for the acts or omissions of any of our employees, subcontractors and suppliers. Save that as detailed below, no liability is accepted for death, injury or illness. All-Aboard Watersports does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of All-Aboard Watersports, employees, suppliers or subcontractors. In addition, All-Aboard Watersports is NOT liable for death, injury or illness caused by an activity outside of the CIO's activities.



All-Aboard Watersports cannot accept liability for causes of dissatisfaction that are not notified to us, in writing, within 28 days of completion of the course/session.

13) Person authorised to make the booking

The activity purchaser must be over 18 and is responsible for notifying All-Aboard of any medical conditions and disabilities of all members of their party and are water confident where appropriate. All adults accompanying a party agree to be responsible for the good behaviour of those in their party and will adequately supervise their own party. Where damage is caused to All-Aboard Watersports facilities or equipment e.g. boats, accommodation, etc as a result of wilful damage by a party member, or as a result of a party member not obeying All-Aboard Watersports staff's instructions, then the person will be responsible for the full amount of the repair or replacement. The Party Leader is responsible for providing (through the link provided to our booking system) All-Aboard Watersports with any known potential medical conditions that may affect the personal safety of any party members and any additional needs of any party members.

14) Termination of booking

We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of All-Aboard Watersports staff or other responsible person whose behaviour in their opinion is likely to cause distress, damage, danger or annoyance to other clients, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you.

15) Complaints

Our aim is to give you an enjoyable and trouble-free session. If you do have a problem or complaint it is important and in your own interest to tell a relevant member of All-Aboard Watersports staff immediately so that steps can be taken to resolve the matter on the spot. If your complaint cannot be resolved there and then, please notify us in writing immediately upon your return to admin@allaboardwatersports.co.uk. We strongly recommend that you communicate any problem to our centre staff without delay and complete a report whilst at our centre. If you do not, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the centre and this may affect your rights under this contract. All-Aboard Watersports will make every effort to provide suitable alternatives but will not be held liable for changes made by outside influences. If you feel your complaint has not been treated fairly, please enclose a copy of your complaint and write to the Chief Executive Officer, All-Aboard Watersports, Baltic Wharf, Underfall Yard, Cumberland Road, Bristol BS1 6XG. Please mark your envelope 'Private and Confidential'. Our staff are often asked for information not contained in our brochure and website. Whilst every effort is made to ensure that all information given is correct, All-Aboard Watersports cannot be held responsible if this should prove inaccurate.



16) Equipment

All the equipment and powerboats used by our centres are of an approved design suitable for teaching. All buoyancy aids, helmets and other safety equipment are of an approved design and are compliant with safety standards.

17) RYA Safe and Fun Online Course

All-Aboard Watersports will aim to set up and provide the login details from purchase, within 2 working days.

To enable access to your online course we need to share some of your personal data with the RYA via your user profile in www.ryainteractive.org. This learning management website is hosted and maintained by a third party called Learning Pool, who will not use your personal information for any reason other than enabling your course.

Your name and email address will be entered on www.ryainteractive.org in order to create your user account. On your first access to the site, you will be asked to enter your address and date of birth. You will have access to the site for one year in order to complete your online course. During this period, your personal information will be held on the website by Learning Pool and be available to All-Aboard Watersports and the RYA for the purpose of managing your course.

Instructional support will be provided by this training centre for a period of 1 month from the date of your course booking.

On completion of your course, your name, email, date of birth and address will be transferred to the RYA's central database for the purpose of recording details of the course and any certification you gain as a result of it. This information allows the RYA to record your certification, to update any records they may already hold about you or your qualifications and to verify your certificate if required.

After one year from the date of your enrolment on a course, your user account will be removed from www.ryainteractive.org.

Full details of how the RYA will deal with your personal information will be displayed when you first access www.ryainteractive.org.

For the duration of your access to the site, your data will be held in accordance with the [RYA Interactive Data Policy, Terms and Conditions](#).

If you receive a digital certificate downloaded from the RYA Interactive site on completion of your course, your name, address, date of birth and certificate details will be transferred to the RYA database and held in accordance with the [RYA's Privacy Policy](#).