



## Terms & Conditions

Please read the Booking Conditions carefully. It sets out the respective rights and obligations for All-Aboard and yourself.

### 1) Interpretation

1.1 The following definitions and rules of interpretation shall apply:

**“Conditions”** means these terms and conditions for the provision of services;

**“Contract”** means the contract between the Centre and the Customer for the provision of Services. This includes the Centre’s written booking acknowledgement and these Conditions;

**“Customer”** means any person (including any company, firm or other legal entity) that places an order, purchases or is provided with a Service by the Centre. Including the parent or legal guardian of any child under the age of 18 to whom a Service is provided;

**“Centre, or Charitable Incorporated Organisation”** means All-Aboard Watersports, Baltic Wharf, Cumberland Road, Bristol, BS1 6XG; and

**“Service, or Activity”** means any course, service or facility offered by the Centre to the Customer.

1.2 Where the Conditions refer to **“We, Us, or Our”**, this shall mean the Centre (together with its employees, agents and contractors).

Where the Conditions refer to **“You, Your, or Yourself”**, this shall mean the Customer.

1.3 The headings in these Conditions are for convenience only and shall not affect their applicability.

1.4 Any reference to “**writing**” or “**written**” includes email.

## 2) Application of terms

2.1 These Conditions are the only conditions the Centre is prepared to deal with the Customer.

The Conditions shall be incorporated into the Contract and will exclude all other terms and conditions. This includes any terms or conditions which the Customer purports to apply under any:

- Purchase order
- Confirmation of order
- Specification or
- Any other document.

2.2 These Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any:

- Purchase order
- Confirmation of order
- Specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

2.3 The Customer's acceptance of a quotation for Services from the Centre by submitting a booking constitutes an offer by the Customer to purchase the Services

specified on these Conditions. The booking may be via:

- An online form
- In writing
- Verbally over the phone or
- In person

No offer placed by the Customer shall be accepted by the Centre other than:

- 2.3.1 By a written booking acknowledgement issued and executed by the Centre; or
- 2.3.2 (if earlier) by the Centre starting to provide the Services,
- 2.3.3 when a Contract will be established.

### **3) Booking**

- 3.1 Subject to condition 4.5 below, the Customer may make a booking with the Centre by telephone, email or online; via our website. Please note that places cannot be provisionally booked.
- 3.2 To help you find the right course, please read each course description carefully. Once you have made your choice of course and dates, and have read the booking conditions, please make your booking with the appropriate payment.
- 3.3 Please note that individuals cannot be provided with credit terms.

### **4) Payment**

- 4.1 Fees charged by the Centre for Services may be exempt from VAT or subject to VAT at the applicable rate, as confirmed by the Centre.

4.2 Credit and debit cards accepted are:

- Visa,
- Delta,
- MasterCard,
- Amex,
- Delta,
- Maestro,
- Electron.

4.3 All individual or small group bookings for Services which are available to be booked online via the Centre website must be paid for in full at the time of booking.

4.4 All school groups and community organisations payments for Services should be made in full within 28 days of the date of invoice.

4.5 The Centre reserves the right to cancel any booking for Services at any time by giving written notice to the Customer without prior notice if full payment is not received in accordance with condition 4.3 or 4.4.

4.6 If the full fee for a group booking is not paid on time under condition 4.7 or above, the Centre shall be entitled to treat the group booking as having been cancelled by the Customer.

4.7 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) Amendments to Bookings by the Customer**

- 5.1 All-Aboard Watersports will, wherever possible, try to accommodate any alterations requested after the contract is formed. All alterations must be agreed in writing by the Centre (at its sole discretion) and alterations may incur an administrative charge of twenty pounds (£20.00).
- 5.2 The Customer may apply in writing to be substituted by another named individual provided that the substitute Customer satisfies the course criteria.
- 5.3 The Customer may apply in writing to change a course or course date(s) provided that the original booking is made at least two (2) weeks prior to course commencement and the amendment is confirmed at least two (2) weeks prior to course start date. It shall be at the Centre's sole discretion as to whether such change shall be accepted. Any such change must be for a course and date(s) within the following 12-month period. The Customer will be liable to pay any applicable increase in the course fee.
- 5.4 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.
- 5.5 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 All-Aboard Watersports. 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 Coordinator.

## 6) Cancellations

### 6.1 Cancellations by the Customer

6.1.1 All cancellations of bookings made by the Customer must be in writing to All-Aboard Watersports Admin Team and acknowledged by the Centre.

6.1.2 In the event of cancellation by the Customer, a cancellation fee will be due to the Centre as set out below:

- Six (6) weeks to eight (8) weeks prior to the commencement of course/event:  
twenty five (25) per cent of your total fee shall be retained by the Centre;
- Two (2) weeks to six (6) weeks prior to the commencement of course/event:  
fifty (50) per cent of your total fee shall be retained by the Centre;
- Two (2) weeks or less prior to the commencement of course/event:  
one hundred (100) per cent of your total fee shall be retained by the Centre;
- One hundred (100) per cent of the fee is retained if you cancel after the commencement date of your course.

6.1.3 The date of cancellation is the date the written advice to All-Aboard Watersports is received and agreed by All-Aboard Watersports. For example, to cancel for a course on Saturday 15th June, written cancellation must be received by All-Aboard Watersports by midnight on:

- Friday 19th April - full refund;

- Saturday 20th April to Friday 3rd May - 75% refund;
- Saturday 4th May to Friday 31st May - 50% refund;
- From Saturday 1st June – no refund

#### 6.1.4 Reasonable health conditions and cancellation

The conditions set out in 6.1. 6.2 and 6.3 are subject to the Centre's discretion; cancellation and refund in the event of reasonable personal circumstances will be considered on a case by case basis. All-Aboard Watersports reserves the right to request evidence to support reasons for cancellation. This can include but is not exclusive of a hospital discharge letter or doctors note.

6.1.5 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.

#### 6.2 Cancellations by the Centre

6.2.1 The Centre will use reasonable endeavours to ensure that your Service takes place and in accordance with your booking. However, the Centre reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions.

6.2.2 The Centre reserves the right to cancel a course at no less than seven (7) days' notice where the Centre believes, that there are insufficient numbers for the course to take place.

6.2.3 Where the Centre cancels a course, you will be offered the following options:

- A full refund of the course fee paid

- An alternative course on the same date or a different set of dates.

You will be asked by the Centre to confirm your chosen option and this may be required in writing.

## 7) Safety

7.1 In addition to enjoyment and learning new skills, safety is of paramount importance on all the Centre's courses. Watersports are hazardous by nature and participants, parents or guardians must accept that watersports are unpredictable and inherently involve an element of risk. The Centre will perform Services with reasonable skill and care.

To manage associated risks, we implement various health and safety measures including:

- Appropriate staff qualifications and training
- Protective and safety equipment
- Policies and procedures

These are all reviewed on a regular basis.

7.2 The Centre is governed by the National Governing Bodies of the activities that it leads. All the Centre's policies and procedures directly comply with these Governing Bodies. All-Aboard Watersports has its own internal Risk Assessments and Standard Operating Procedures.

7.3 We reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.



7.4 The Customer must comply with all health and safety policies and procedures, and other instructions given by the Centre or staff. This includes instructions relating to fire and evacuation.

7.5 The Customer must agree and comply with the instruction of:

- Handling vessels
- Wearing of buoyancy aids
- Wearing of suitable clothing and footwear; as deemed appropriate by authorised staff and volunteers.

7.6 We 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 which you will be participating in.

7.7.1 Collection of Under 16's at the end of the session is essential. In the event that any Under 16 intends to leave a session without a parent, carer or guardian; then permission must be agreed upon and be in writing with All-Aboard prior to the commencement of a session.

7.7.2 Delays of more than thirty (30) minutes in collecting and Under 16 year may incur a charge, at the Centre's discretion.

## **8) Unruly Behaviour**

8.1 We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any Customer who refuses to comply with the instructions or orders of All-Aboard Watersports authorised staff or volunteers.

8.2 The Customer is required to have consideration for other people. In the Centre's reasonable opinion, if the Customer behaves in such a way to cause or be likely to cause:

- Danger, upset or distress to any third party
- Damage to property
- Disruption or behaves in any other unruly or anti-social manner ("Unruly Behaviour")

Then the Centre is entitled, without prior written notice, to terminate the Customer's stay/use of facilities or other Services.

Such persons will be required promptly to leave the Centre's property and no refunds will be made and the Centre will not pay any expenses or costs incurred by the Customer.

8.3 The Customer will not participate in any activities whilst ability is impaired by alcohol, medication or illegal substances.

8.4 The Centre operates a zero-tolerance policy towards the use or possession of illegal substances and so called "legal highs". Use or possession of any of them by a Customer is regarded as Unruly Behaviour under this condition.

8.5 The Customer shall be liable for any injury, damage or loss suffered caused by the Customer's own negligence.

## 9) Health

9.1 The activity purchaser must be over 18. They are responsible for notifying All-Aboard Watersports of any medical conditions, disabilities, or additional needs for all members of their party. In addition to whether participants are water confident.

- 9.2 The activity purchaser is responsible for completing the Emergency Contact details of each participant on the Booking Form or Session Register.
- 9.3 Customers participating in the courses offered by the Centre must satisfy themselves that the activity is within their abilities.
- 9.4 The Customer must make the Centre aware of any injury and/or illness.

## **10) Special Access Requirements**

Any special access requirements that the Customer might have should be notified to the Centre at the time of booking. The Centre will use all reasonable endeavours to accommodate these requirements.

## **11) Facilities and Equipment Hire**

- 11.1.1 Use of Facilities, equipment or hire without supervision or an instructor may require additional forms to be completed. This will be issued by the Admin Team as required.
- 11.1.2 Out of hours use of the building may require training for security purposes and/or the completion of additional forms and will be issued by the All-Aboard Watersports Admin Team as required.
- 11.2.1 All the equipment and powerboats used by our centres are of an approved design suitable for teaching.
- 11.2.2 All buoyancy aids, helmets and other safety equipment are of an approved design and are compliant with safety standards.

- 11.3 Any use of facilities, equipment or building is the responsibility of the purchaser to keep equipment in good condition and areas clean and tidy. It is the purchaser's responsibility for reporting any damage or concern.
- 11.4 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.

## 12) Complaints

- 12.1 All-Aboard Watersports 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. This is so steps can be taken to resolve the matter on the spot. If you do not notify the Centre immediately then this may affect your rights under this contract.
- 12.2 In the event that the Customer does not receive a satisfactory response following the events set out in condition 12.1, the Customer may request to meet the Centre's management team.
- 12.3 If the Customer's complaint is not resolved satisfactorily in accordance with condition 12.1 and 12.2, Please write to us and mark your envelope 'Private and Confidential' to:  
**Chief Executive Officer, All-Aboard Watersports, Baltic Wharf, Cumberland Road, Bristol, BS1 6XG.**

## 13) Limitations of Liability

- 13.1 This Condition sets out the entire financial liability of the Centre (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 13.1.1 any breach of the Contract;

- 13.1.2 any use made by the Customer of the Services;
- 13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these Conditions limits or excludes the liability of the Centre:
- 13.3.1 for death or personal injury resulting from negligence by the Centre; or
- 13.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Centre.
- 13.4 Subject to conditions 13.2, 13.3 and 13.5:
- 13.4.1 the Centre shall not be liable to the Customer, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
- loss of profits
  - loss of business
  - depletion of goodwill and/or similar losses
  - loss of anticipated savings
  - loss of goods
  - loss of contract
  - loss of use
  - loss of corruption of data or information
  - or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

- 13.4.2 the Centre's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.
- 13.5 Personal property which belongs to the Customer is the sole responsibility of the Customer. The Centre shall not accept any liability for loss of or damage caused to the Customer's personal property unless and to the extent that any loss or damage is due to the negligence of the Centre or its representatives.
- 13.6 For the avoidance of doubt, the Centre shall have no liability for any loss or damage suffered by the Customer or any other person if a consequence of any negligence, wrongful act or activity occurs outside of the CIO's activities on the part of the Customer.

**Note: Public Liability Insurance document can be found on All-Aboard Watersports website:  
<http://www.allaboardwatersports.co.uk/about/documents/>**

## 14) Circumstances beyond our Control

The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business directly or indirectly by any:

- acts
- events
- omissions or accidents beyond its reasonable control including but not limited to;
  - act of God
  - war
  - invasion
  - rebellion

- riot
- civil commotion
- disorder
- malicious damage
- fire
- flood
- epidemic
- quarantine restriction
- strikes
- lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party)
- failure of a utility service or transport network
- compliance with any law or governmental order, rule, regulation or direction
- accident
- breakdown of plant or machinery
- unusually severe weather
- energy supply disruption
- default of suppliers or subcontractors.

## **15) Intellectual Property**

The copyright and all other intellectual property rights in the products and services shown in Centre's brochures, website and other materials shall, unless otherwise stated, remain the property of the Centre.

## **16) Photographs or Video Clips**

Photographs or video clips of Customers taken by or on behalf of the Centre may appear in marketing, advertising, publicity and promotional material. If Customers do not wish to be photographed or filmed or do not wish for photographs or video clips of them to be used for the

above purposes, please check or uncheck the relevant box situated on the booking form and please raise this matter with the course instructor.

## **17) Data Protection, GDPR, Privacy Policies**

The Centre's full statement and guidelines can be found on our website at:

<http://www.allaboardwatersports.co.uk/about/policy-guidelines/>

## **18) Rights of Third Parties**

A person who is not a party to this agreement (except (where applicable) any successors and permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **19) Waiver**

The Centre reserves the right to waive any or all of the Conditions.

## **20) Applicable Law**

- 20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.
- 20.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the courts of England.

## **21) RYA Safe & 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](http://www.ryainteractive.org). This learning management website is hosted and maintained by a third party called Learning Pool. They 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](http://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 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, to allow them to manage 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
- 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](http://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](http://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](#).