



Terms & Conditions

1) Your Contract

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

In the following Booking Conditions, 'you' means the customer making the booking and 'we' or 'the Charitable Incorporated Organisation (CIO)' means All-Aboard Watersports.

2) To confirm your booking

Once you have booked and paid the deposit, we will issue a Confirmation of Booking within 7 days. A contract will then exist between us.

3) Risk Statement

Sailing is an unpredictable sport and therefore involves an element of risk. By taking part in the chosen activity, you agree and acknowledge that:

(i) You are aware of the element of risk involved in the sport. You accept responsibility exposing yourself to such risk whilst taking part;

(ii) You will comply with the instructions of All-Aboard Watersports members of staff or volunteers, at all times. Particularly with regards to:

- handling boats,
- wearing buoyancy aids,

- wearing 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 of the activities delivered by All-Aboard Watersports, whilst your is impaired by alcohol, drugs or whilst otherwise unfit to participate;

(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 organisations:

Please pay a 50% deposit to confirm your booking. The remainder of the payment must be made by the first day of the course.

Please provide All-Aboard with the appropriate details to invoice for your group sessions. Email is preferable.

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 or any member of your party may cancel your booking at any time. Written notification from you (the Party Leader) must be received by our office. The date of cancellation is the date All-Aboard receives written confirmation of your cancellation.

To cover our unexpected losses there is a set scale of charges that applies.

NOTE: Cancellation due to unexpected or exceptional circumstances (i.e. injury or illness) may be covered under the terms of your insurance policy. This would result in you being refunded or moved onto another course.

Cancellation charges are payable as follows:

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

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

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

7) Alterations

All-Aboard Watersports will, when possible, try to arrange any alterations to the booking

after the contract is formed. Alteration requests must be made in writing to All-Aboard Watersports, by the Party Leader.

Alterations requested more than 21 days in advance of your course start date, are subject to an administration charge of £20 per amendment.

Major alterations within 21 days of your course start date (such as change of course date) will be treated as a cancellation and re-booking.

Any new persons added to the booking will be treated, for the purposes of these terms and conditions, as if they had been named on the booking form when originally signed. Any persons removed from the booking form will be treated as cancellations and Section 5 above applies.

8) All-Aboard Watersports Alterations

The arrangements detailed in this booking, in our leaflets and website are given in good faith at the time of printing. 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
- Information in our brochures and leaflets
- Information on our website
- Other All-Aboard Literature
- Or enter verbal agreements with clients of the CIO.

No variation in these conditions or in the terms upon 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 Watersports Activities and Resource 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, unless you have told us in writing that you do not consent. You further agree that copyright rests with such authorised parties.

If you do not wish to have your photograph taken, please let the Administrator in the office 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.

11) Restrictions

All-Aboard Watersports and its staff are responsible for the safe conduct of your course and may vary the itinerary to meet this. 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 for loss of use of watersports equipment due to adverse weather conditions.

12) All-Aboard Watersports liability

All-Aboard Watersports accepts responsibility if any of the services, which were agreed by contract, proves deficient or not of a reasonable standard. This includes responsibility for the acts or omissions of any of All-Aboard Watersports;

- employees,
- subcontractors
- suppliers.

Except 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. However, All-Aboard Watersports will accept responsibility if negligence of All-Aboard Watersports, employees, suppliers or subcontractors, is proven.

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 Party Leader is responsible for seeing that all members of their party are physically fit to take part in the course or watersport activities and are water confident.

The Party Leader is responsible to informing All-Aboard Watersports (on the booking form) of party members additional needs or medical conditions which may affect the personal safety of any party members, other customers or staff.

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 equipment e.g. boats, accommodation, etc. as a result of;

- wilful damage by a party member who may be under the influence of drink or drugs
- a party member not obeying All-Aboard Watersports staff's instructions.

The person will be responsible for the full amount of the repair or replacement.

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
- 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 for you to tell a relevant member of All-Aboard Watersports staff immediately. This will allow All-Aboard to implement steps 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.

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 on the course. 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 be treated fairly, then please enclose a copy of your complaint and write to the 'Chief Executive Officer'.

This can be addressed to:

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 the brochure. 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 are of an approved design.