

# The London Powerboat School

## BOOKING CONDITIONS: TRAINING/CHARTER

### Please read carefully

For the purposes of these terms and conditions only:

- i: "you" and "your" means you, the customer and "we", "our", "us" and "School" means W.F.Nandris Trading As the London Powerboat School.
- ii: all references to the "School" in this section means The London Powerboat School and shall include the London Powerboat School's employees, agents and sub-contractors.

### 1. Bookings

Bookings for courses/charters must be made on the form provided and accompanied by the appropriate payment. We are not bound to accept any booking and there will be no contract until the payment is received and cleared. Telephone bookings will be held for five (5) working days until we receive the booking form and deposit.

For all course/charter bookings you must pay the full amount of the total cost for the course/charter prior to participation/boarding.

### 2. Cancellations

In the event of a customer cancelling a course/charter 14 days or more prior to the commencement of the course/charter, every effort will be made to resell the course/charter. If a course/charter is resold, the customer will be liable for 10% of the course/charter fee by way of a handling charge. If the course/charter is not resold, the customer shall be liable for 25% of the fee.

If the customer cancels a course/charter less than 14 days before the commencement of the course/charter, the customer shall be liable for the full course/charter fee.

### 3. Course/charter duration

RYA Level 1 Course: one day

RYA Level 2 Course: two days

RYA Intermediate Course: two days

RYA Advanced Course: two days and one night

The start and finish times for all courses/charters shall be confirmed at the time of booking. It is the participants' responsibility to be ready at the designated start location at the correct time.

### 4. Accommodation

Overnight accommodation during the RYA Advanced Powerboat Course will be arranged by the School unless alternative arrangements have been made prior to participation. Payment for the accommodation shall be the responsibility of the student and must be paid upon arrival at the accommodation. Any complaints the student may have about the accommodation and/or the services it provides should be directed to the management of the accommodation and not to the School.

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## 5. Age limits

We cannot accept participants under the age of 18 years. There is no upper age limit, but it will be the participants' responsibility to satisfy themselves that they are fit and able to participate in their chosen course or charter.

## 6. Late arrivals

We will make every effort to revise course timetables to accommodate late arrivals. However, if such delays inconvenience other students, the Instructor may decide to commence the course without the delayed student. In such cases, no refunds will be given.

## 7. Health

Powerboating is an activity sport and it is the responsibility of the participants to ensure that they are fit and healthy to drive boats. Please check with your doctor if you are in any doubt. If for whatever reason the skipper has put a participant ashore or administered medical aid, no liabilities are accepted by the London Powerboat School or the skipper.

## 8. Insurance

The London Powerboat School is insured for instruction that covers the School's instructors, boats, equipment and buildings. However, this does not cover the participant's personal possessions, motor cars, negligence, injury or disablement however caused.

## 9. Release of all claims waiver of liability

Please note that all course/charter participants must sign the **Certificate of Understanding and Assumption of Risk** before undertaking any boat-based course or charter with the School.

## 10. RYA Course Certificate

Our standards of instruction are high and certificates will not be issued automatically. If, in the instructor's opinion, the student has not reached the necessary standard, the student may be asked to re-sit any examination and/or assessment. Appeal may be made in the first instance to the Principal of the School and then to the RYA in the event of any complaint.

## 11. Participant responsibilities

All participants will be expected to take part in all the activities conducted during the course as required by the instructor.

Any equipment borrowed from the school for the duration of the course/charter must be returned in good condition. Should any item of equipment be damaged or lost through a participant's negligence then the cost of replacement will be levied from that participant.

## 12. Disclaimers

Our staff will do their utmost to ensure that any problems are solved for the benefit of course/charter participants as a whole. Signing the **Booking Form: Training** or **Booking Form: Charter** signifies acceptance of our staffs' authority to make decisions affecting individuals or the group. If a student is required to leave a course, or a

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participant decides to leave before completion of a course/charter, he/she will not be entitled to a refund unless agreed in writing by the Principal of the School

The School cannot be made liable for any delays, inconvenience, damage, additional expense, illness, injury or death sustained during a course/charter, nor will it be liable for any uninsured losses of your property. The School cannot be made liable for the consequences of strikes, industrial action, wars, acts of terrorism, riots, sickness, quarantine, government intervention, weather conditions, flooding or other untoward occurrences.

### **Other small print**

The School's agents and representatives are not entitled to promise refunds for whatever reason and the School will not be bound by any such promise.

The terms and conditions of all agreements made with the School shall be subject to , and governed by, English law.

Our receipt of your signed **Booking Form: Training** or **Booking Form: Charter**, together with your payment, confirms that you have read, understood and accepted all these booking conditions and agree to abide by them.