



### Booking Conditions and Cancellation Policy

Watersports are fun and exhilarating however activity carries risk. It must be made clear that the course you are about to undertake is done so at your own risk and that Essex Marine Training cannot accept responsibility for any injury suffered during these activities.

We must make the following statement which must be read and accepted before we can accept you as a participant. *“RYA instructors or RYA Coaches do not accept responsibility for any loss, damage or injury by persons and / or their property arising out of or during the course of their activities whilst training and / or coaching and / or instructing unless such loss or damage was caused by or resulting from their negligence or deliberate act.”*

**Bookings-** The booking will not be fixed until a deposit of 50% or full fee is received.

**Cancellations-** If we have to a fully cancel a course due to situations out of our control, we will give you the option of a refund or a re-arranged course date. If you cancel with more than 30 days' notice, your fee will be refunded. Less than this and the 50% deposit will be retained. If you become unwell or cannot continue on the course, a fee may be charged to complete the course at a later date.

**Own Boat Training-** The above cancellation terms apply to Own Boat training. By booking, you are declaring that your vessel is Suitable, Safe and Seaworthy. In the event of any breakdown either before or during the course- the above cancellation measures apply, as we have allocated an instructor to the dates you have chosen. You are also required to sign the 'Own Boat' form prior to training. Refunds will not be given once the course has started.

**Weather-** Cancellations due to weather are infrequent but do sometimes occur. If the predicted weather conditions are enough for us to deem it necessary to fully cancel the course, we will give you the option of a refund or a re-arranged course date. Refunds will not be given once the course has started.

**Data-** Your personal details will be collected before the course on the booking form. This is to make sure we know of any medical issues to take into account for your safety. The paper form will be destroyed after 12 months. Records of names and contact details will be retained for longer for our own marketing purposes, unless specified otherwise. Details will not be passed to third parties, apart from certificate registration with the RYA.

By booking, you agree-

- I have read, understood and accept the disclaimer and the booking conditions above.
- I have disclosed the relevant contact and medical information requested.
- I am confident in water and able to swim (For any afloat training)
- (If the student is under 18 years old) I will ensure that I or a designated responsible adult acting in loco parentis is readily available in the event of an emergency.
- I agree to Essex Marine Training, or its appointed person, taking photographs or video footage of me and my boat, which may be used for promotional or advertising purposes.