

Booking and Payment Terms & Conditions

Your Contract Please read carefully the Booking Conditions and information contained on our Code of Conduct and Risk Assessment summary, as these form the basis of your contract with Cobnor Activities Centre Trust 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 Company' means Cobnor Activities Centre Trust.

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.

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

Schedule of payments We require a deposit as stated on the invoice and the deposit (in relevant accommodation or course) The Final Balance is due 8 weeks prior to your start date (or at the time of booking, whichever is later) NB: the date your Final Balance is due is shown on our invoice, no reminder will be sent. If any payment due is not received in full and on time we reserve the right to treat the booking as cancelled by you.

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 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 the centre office in Chidham West Sussex. 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:

Time Before Start of Course	Cancellation Charge
56 days	30%
42-55 days	40%
21-41 days	70%
21 days or less	100%

Alterations The Trust will, wherever possible, try to arrange any alterations, you may request after the contract is formed. Alteration requests must be made in writing to the Centre by the Party Leader. Alterations requested more than 56 days in advance of your departure date, such as change of course date, accommodation or course, if acceptable, is subject to an administration charge. Major alterations within 56 days of course 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.

Company alterations The arrangements detailed in this booking and in our brochure are given in good faith at the time of printing, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate. No employee or representative of this Trust has the authority to verbally vary these terms and conditions or the information within our website, other Company literature or to enter into verbal agreements with clients of the Company. No variation in these conditions or otherwise in the terms upon which a booking is made and no promise to refund money paid to the Trust shall be valid unless in writing and signed by the Head of centre. 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 benefit from voucher for the same amount which can be redeemed within a given timed period.

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.

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. Cobnor Activities Centre Trust holds full Public Liability Insurance of £5,000,000.

Force majeure The Company reserves the right to cancel/curtail your course due to circumstances amounting to Force Majeure - these include, but are not limited to, war, riots, government action, terrorism, fire, **weather conditions**, strike action and all similar events outside the Company's control which prevent or affect the Company's contractual obligation. Where such circumstances occur the Company will not be liable to pay you refunds or compensation.

Restrictions Cobnor Activities Centre Trust 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 Cobnor Activities Centre Trust craft to do night sailing or partake in any third party race without the prior written approval of the Head of Centre.

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 the Company 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.

How to Book and Make Payment: To make a booking you need to complete a booking form and send it with full payment (unless otherwise stated, or a prior arrangement with the Centre Manager has been agreed) to the office. Payment can be made by BACS, Debit Card, Credit Card or cheque. All cheques to be made payable to: COBNOR ACTIVITIES CENTRE TRUST

Course Fees Include:	Course fees do not include:
Full qualified instructor for the relevant course	Footwear for wearing on the water
Buoyancy aids	Refreshments (There are no facilities for purchasing food at the centre)
Wet suits and all protective equipment	Course books (e.g. RYA Logbook) These can be purchased from the Centre
Certificates for the course (where applicable)	

Physical Fitness: You should be confident in water. We don't expect you to swim the Channel, but you will get more out of your course with a reasonable level of general fitness. You must advise us on the Medical Questionnaire of any illness or medical disability. If you suffer from asthma, diabetes, epilepsy, giddy spells, angina or other heart conditions, you should check with your doctor before making a booking and be in a position to produce a note from your doctor if required.

Age Range: Please note our minimum age for activities is 8 years old. See course programme for ages relevant to individual courses. All adult courses have a minimum age of 18 unless specified otherwise.

Safety: In addition to enjoyment and learning new skills, **safety is of paramount importance** on all Cobnor courses. Clearly, watersports and adventure activities are hazardous by their nature and participants, parents or guardians must accept that there are risks and the inevitable bumps and scrapes which happen during the thrills and spills of fast moving activities. To manage the risks so far as we are able, Cobnor has a 'safe system of work'. Please refer to our Centre Risk Management Summary.

