

Booking and Payment Terms & Conditions

Your Contract Please read these Terms and Conditions carefully before booking a programme, course, session, activity or hiring the venue. Once a booking has been accepted a binding contract will have been entered based on these Terms and Conditions. If you have any questions about our Terms and Conditions please do not hesitate to contact us. Cobnor Activities Centre Trust (henceforth referred to as 'the Trust') reserves the right, without the need to give reasons, to refuse a booking. In such circumstances no agreement arises and the Trust will return any payment accompanying the booking. The agreement is governed by English law.

The Trust is licensed by the Adventure Activities Licensing Authority, registration No R0388/L13489, a government body established to ensure competent and safe procedures for centres working with young people. The Trust has a full fire certificate and complies with the requirements of the West Sussex Fire Service.

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. No booking is secure without a deposit.

Price Any quotations drawn up on a per head basis by the Trust will prescribe a minimum number of attendees. The Trust will not give any refund if numbers fall below this minimum and will charge the specified per head fee for any additional persons attending. 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. If no payment is received from the client within the 30 day period specified on the balance invoice the Trust reserves the right to start procedures to recover the debt.

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 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 cancellation charges as above will apply.

Ratios Maximum group instructor ratios. Water activities have a strict maximum capacity of one instructor to eight participants at most; Water activities include sailing, kayaking, raft building and open canoeing. Land based activities operate in group sizes of one instructor to twelve participants at most. Land activities include mountain bike skills, climbing, low ropes and archery. We generally expect a teacher/group leader to join the session and to support the instructor with the students who have specific needs. To support logistics the Centre will always look to create group sizes which are the most cost efficient for both the visiting group and the Trust. This may result in uneven group sizes. Alterations may be made to your activity programme to take account of the weather and other centre logistics. Any alterations to the programme will be notified in advance ensuring the agreed activities are received within the booking. If we have to cancel an activity due to adverse weather, we will provide an alternative activity. Cobnor Activities Centre Trust has a selection of "all weather" activities.

Trust alterations The arrangements detailed in this booking and on our website 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 the Trust has the authority to verbally vary these terms and conditions or the information within our website, other Trust literature or to enter into verbal agreements with clients of the Trust. 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. Each course requires a minimum number of students to book on the course before it can proceed. Normally this is 3. If the minimum number of students is not met, or Cobnor Activities Centre Trust is unable to meet any booking through circumstances beyond its control, the student may be offered another booking at Cobnor Activities Centre Trust, or an alternative booking offered with another company or provider. If the Trust is unable to offer the Student, or the Student is unable to accept such an alternative booking, the Trust will refund any deposit or course fee paid. Cobnor Activities Centre Trust's liability is limited to this. No responsibility whatsoever will be accepted for client travel, accommodation, air fares or other costs. We therefore strongly recommend that you do not book non-refundable accommodation or travel.

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.

Any information given will only be used in connection with your visit to Cobnor Activities Centre Trust. It will only be retained for as long as it is needed to ensure the safety of those attending and for the investigation and reporting of incidents. It will be securely disposed of afterwards in accordance with the Data Protection Act 1998. The data will not be disclosed to any external sources other than in an emergency, or to the Adventure Activities Licensing Authority (AALA), without your written consent.

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 Trust 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 Trust's control which prevent or affect the Trust's contractual obligation. Where such circumstances occur the Trust 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 water sports activities are available or conditions are safe to use a particular craft. It is not permitted for any Trustcraft 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 Trust 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: You can book online via our website, or over the telephone and the course must be paid in full (unless otherwise stated, or a prior arrangement with the Head of Centre 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

Your Course Fees include: Fully qualified instructor for the course; buoyancy aids; wetsuits and all protective equipment; certificates for the course (where applicable)

Your course fees do not include: Footwear for wearing on the water; refreshments (there are no facilities for purchasing food at the Centre); course books (e.g. RYA logbook) these can be purchased from the Centre.

Physical Fitness: Participants should be confident in water. 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: By using our services you accept that, by their nature, adventure activities may involve some level of risk which cannot be fully eliminated and I consent that participants on completion of consent form may take part. To help with safety all participants are expected to behave in a responsible manner and at all times must take direction from a member of CACT staff and follow all instructions or guidance given. To manage the risks so far as we are able, Cobnor has a 'safe system of work'.

Changes to these Conditions. The +Trust reserves the right to change the terms and conditions at any time, without notice.