

# **Leam Boat Centre Ltd**

**01926 88 99 28 - Info@leamboatcentre.com**

**www.leamboatcentre.com**

Leam Boat Centre Ltd operates a range of watersports at Leam Boat Centre, Warwick Boats and other venues across the UK and is herein referred to as LBC.

## **1. Booking and Payment**

1.1 All bookings are subject to these terms and conditions; and these terms and conditions shall constitute the entire agreement between you ('the Customer' also referred to as a 'Participant') or the person making the booking on your behalf, and LBC. Payment of deposit or balance for an activity indicates acceptance of these terms.

1.2 Bookings can be provisionally made by telephone, but can only be confirmed upon receipt of a deposit (where the total fee is more than £100) or full payment. The deposit is 50% of the full course fee (£120 for birthday parties).

1.3 The final balance should reach LBC no later than 7 days before the start of the activity.

1.4 Payment can be made by telephone, or in person using debit/credit card or cash, or by bank transfer (written remittance advice is required). We can accept cheques from organisations, but not personal cheques.

1.5 For bookings made by organisations, an official purchase order or other written document against which we can raise an invoice may be acceptable in lieu of full advance payment.

1.6 Payment of invoices is strictly 30 days from date of invoice. We reserve the right to charge statutory interest on late payments (8% plus the Bank of England base rate), and debt recovery costs if proceedings are taken against you.

## **2. Cancellations/transfers by LBC**

2.1 Every attempt will be made to ensure courses run as scheduled. However, LBC reserves the right to:

2.1.1 Cancel a course at any time should the numbers fail to reach a viable minimum;

2.1.2 Cancel or curtail any course at any time due to unsuitable conditions, forecast or prevailing weather conditions, or due to any other factors beyond our control; and or

2.1.3 Cancel a course for any other reason upon giving the Customer not less than 14 days notice.

2.1.4 We will endeavour to offer a suitable alternative course which may include other activities/venues or alternative dates, but if unable to do so or the alternative course offered is unacceptable to the customer a full refund will be made for all cancelled sessions, calculated pro rata where applicable.

2.2 LBC shall have no liability arising from cancellation other than as set out in clause 2.1 above.

## **3. Cancellations/transfers by the Customer**

3.1 If you need to cancel or transfer please contact us immediately, and we may then request confirmation in writing.

3.2 Should you cancel; the following scale of charges will apply:

Cancellation more than 30 days before the course starts – full amount refunded, less a £15 admin fee.

Cancellation between 15 and 29 days before course starts – Full 50% deposit withheld.

Cancellation 14 days or less before the course starts – 100% of course fee is chargeable.

3.3 If you wish to transfer from one course to another, or to move your booking to a different date, we will do our best to accommodate this, subject to existing bookings. An administration charge of £15 will be payable.

# **Leam Boat Centre Ltd**

**01926 88 99 28 - [Info@leamboatcentre.com](mailto:Info@leamboatcentre.com)**

**[www.leamboatcentre.com](http://www.leamboatcentre.com)**

## **4. Certificates**

4.1 Course participation does not automatically mean a certificate will be awarded.

4.2 Certificates will only be awarded if the coach considers that the participant has met the appropriate requirements to pass.

4.3 The cost of certification or registration with the BCU is not included in the course fees (apart from paddlepower courses)

## **5. Insurance and loss of property**

5.1. LBC will only accept liability for loss, damage or injury resulting directly from the negligence of LBC, its servants or agents.

5.2 We must be notified of lost property within 2 weeks, as any items found are disposed of after this period.

## **6. Physical Fitness/Swimming ability**

6.1 The activities offered can be physically demanding. In submitting a booking you are representing that you, or the person on whose behalf you are submitting the booking, have an adequate level of fitness for the activities to be undertaken.

6.2 Everyone taking part in a water based activity unable to swim 25 metres in light clothing must inform LBC before the activity.

6.3 If there are multiple non-swimmers, or physical and/or learning disabilities within a group, a higher instructor to student ratio may be required. As a result a higher course fee may need to be charged.

## **7. Safety**

7.1 Safety is of paramount importance on all LBC courses, but all participants and their parents and guardians must acknowledge that water sports can be hazardous by their nature and accept the risks of participating in the same.

7.2 All participants must comply at all times fully and promptly with all safety regulations and instructions issued by LBC, its staff and or its instructors.

7.3 Participants must not do anything (or omit to do anything) which may cause damage or loss to the property or facilities of LBC or other participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises or members of the public.

7.4 Any wilful or negligent damage to centre property will be charged for.

7.5 LBC reserves the right to terminate the use of Centre facilities of any person(s) whom it reasonably considers to be in breach of these conditions and such persons may be required to leave the Centre's property forthwith. No refunds will be made in this event, and LBC will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

## **8. Medical declarations**

8.1 If you have a medical condition or illness, including but without limitation to; pregnancy and heart conditions, back conditions, previous injuries, or any condition which may affect your ability to take part, you must disclose this on your consent form, and seek the advice of your doctor before submitting your booking.

# **Leam Boat Centre Ltd**

**01926 88 99 28 - Info@leamboatcentre.com**

**www.leamboatcentre.com**

8.2 You must also indicate upon booking if you have any disability or special requirements of which we may reasonably need to be aware.

## **9. Under 18 Participants**

9.1 All persons under the age of 18 years ('Under 18's') will require a consent form to be completed by a parent or guardian before being allowed to participate on a course.

9.2 We cannot accept responsibility for Under 18's until the course start time; and they must be picked up promptly at the course finish time.

## **10. Errors and Omissions**

10.1 Whilst every effort is made to ensure the accuracy of the Centre's publicity information, LBC does not accept liability for any errors, inaccuracies or omissions therein, and reserves the right to alter course prices, times or dates at any time. Please check all facilities and prices before making your booking.

10.2 You will be informed of any relevant changes when your booking is processed and will be given the opportunity to cancel your booking without penalty if you wish.

## **11. Data Protection/Privacy**

11.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.

11.2 We may take photographs of participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you indicate otherwise on the booking form.

11.3 By accepting the Terms and Conditions of LBC you are consenting to your name, date of birth, postcode, gender and email address being passed on to British Canoeing, the governing body for canoeing in the UK. This will be used for statistical reporting on Go Canoeing to support with monitoring participation. Personal data will be used only in accordance with BC's notification under the Data Protection Act 1998 and in compliance with the Freedom of Information Act 2000. Your contact details will not be passed to third parties without your consent.