



# **Findhorn Watersports Terms and Conditions**

## **1.0 INTERPRETATION**

The following definitions and rules of interpretation shall apply in these conditions:

- 1.1 "Findhorn Watersports" means The Sea's Edge Ltd, Registered Company Number SC798471, registered address Flat 8, 42 Sandport Street, Edinburgh, EH6 6EP operating from Findhorn Watersports, Findhorn Boatyard, Findhorn, Forres IV36 3YE.
- 1.2 "Conditions" means these terms and conditions for the provision of Services;
- 1.3 "Contract" means the contract between FINDHORN WATERSPORTS and the Customer for the provision of Services
- 1.4 "Customer" means any person, member, company, firm or other legal entity, including any employees, agents or sub-contractors which places an order or purchases a Service from FINDHORN WATERSPORTS.
- 1.5 "Service" means any course, product, service or facility offered by FINDHORN WATERSPORTS to the Customer.
- 1.6 Where the Conditions refer to "We, Us, or Our", this shall mean FINDHORN WATERSPORTS (together with its employees, agents and contractors). Where the Conditions refer to "You, Your, or Yourself", this shall mean the Customer (or the organisation you represent or work for).
- 1.7 The headings in these Conditions are for convenience only and shall not affect their applicability.
- 1.8 A reference to a law is a reference to it, as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 Any reference to "writing" or "written" includes faxes and email.

## **2.0 BOOKINGS**

- 2.1 All bookings are subject to these terms and conditions; and the completed and signed booking

form together with 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 Findhorn Watersports.

- 2.2 Customers may make a booking with FINDHORN WATERSPORTS by:

Email [hello@findhornwatersports.scot](mailto:hello@findhornwatersports.scot)

Online via our website: [www.findhornwatersports.scot](http://www.findhornwatersports.scot)

Phone 07852 404306

Or by post

Findhorn Watersports

Findhorn Boatyard

Findhorn

Forres

IV36 3YE

- 2.3 Bookings can be provisionally made by telephone, provided we receive the completed online booking form together with payment within 7 days of the telephone booking. If the booking is not completed online with payment within 7 days of the provisional telephone booking, the booking will be deemed to be cancelled.
- 2.4 To help you find the right course/event, please read each course profile carefully. Once you've made your choice of course/event and dates, and have read the booking conditions, please make your booking with the appropriate payment.
- 2.5 Completed booking forms and full payment must be received prior to the start of the course.
- 2.6 Confirmation of our acceptance of your booking will be sent to you within 7 days of our receipt of your booking form and payment. Your booking cannot be guaranteed until we have confirmed it.

### 3.0 PAYMENT

- 3.1 Fees are payable in full prior to commencement of the course, the full fee can be paid at booking.
- 3.2 For group bookings of 10 or more persons, a non-refundable 50% deposit of the total fee is required with the booking; and the balance of the fee is to be paid at least 2 weeks before the course starts.
- 3.3 Payment can be made online or in person using BACS, Bank Transfer, Debit Card, Credit Card, Paypal or Cash.

- 3.4 For bookings made by organisations, an official order or other written document against which we can invoice may, subject to satisfactory credit references, be acceptable in lieu of full advance payment. Please enclose a purchase order with the booking form.

#### 4.0 CANCELLATIONS/TRANSFERS OF COURSES BY FINDHORN WATERSPORTS

- 4.1 Every attempt will be made to ensure courses run as scheduled. However, Findhorn Watersports reserves the right to:
- 4.1.1 Cancel a course at any time should the numbers fail to reach a viable minimum.
  - 4.1.2 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:
  - 4.1.3 Cancel a course for any other reason upon giving the Customer not less than 7 days' notice, such notice to expire on or before the course start date.
  - 4.1.4 Provided that we will endeavour to offer a suitable alternative course which may include other activities 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 courses calculated pro rata where applicable.
- 4.2 Findhorn Watersports shall have no liability arising from cancellation other than as set out above.

#### 5.0 CANCELLATIONS/TRANSFERS BY THE CUSTOMER

- 5.1 All cancellation/transfer requests must be made in writing, to our office (an initial call followed by e-mail is acceptable).
- 5.2 Upon receipt of notification of a cancellation or transfer request:
- 5.2.1 We will use all reasonable endeavours to accommodate your request.
  - 5.2.2 If a mutually acceptable alternative date or activity can be offered at the same value, then a transfer will be made with no further cost.
  - 5.2.3 Subject to clause 5.3 below, if a mutually acceptable alternative cannot be found then a full refund will be given, provided the transfer request / cancellation is received by us at least 3 weeks prior to the course start date.
- 5.3 Any cancellations received less than 3 weeks prior to the course start date are non-refundable.
- 5.4 Cancellation of group bookings of 10 or more persons will incur loss of the 50% deposit, and if cancelled less than 3 weeks prior to the course start date, the whole booking fee is nonrefundable.

## 6.0 CERTIFICATES

- 6.1 Course participation does not automatically mean a certificate will be awarded.
- 6.2 Certificates will only be awarded if the Centre instructor considers that the Customer displays the appropriate requirements to pass.
- 6.3 We reserve the right to decline to award a certificate. In this event we will discuss the reasons for the decision and will provide the participant with an action plan outlining future training or improvements needed for the participant to pass and receive certification at a future date.

## 7.0 INSURANCE AND LOSS OF PROPERTY

- 7.1 It is the Customer's responsibility to arrange any necessary insurance, which may include but without limitation to insurance against cancellation, curtailment, personal accident, personal liability, theft, and cover for specialist risk activities.
- 7.2 Findhorn Watersports will only accept liability for loss, damage or injury resulting directly from the negligence of Findhorn Watersports, its servants, or agents.
- 7.3 We must be notified of lost property within 1 month, as any items found may be disposed of after this period.

## 8.0 USE OF OWN BOAT/CRAFT

- 8.1 Customers using their own craft must ensure they have appropriate insurance cover. A copy of the insurance policy together with evidence of premiums paid should be supplied on booking.
- 8.2 Findhorn Watersports does not accept liability for any losses, claims, damages or expenses howsoever incurred in connection with the use of the Centre facilities, save to the extent that the same results directly from the negligence of Findhorn Watersports, its servants or agents.

## 9.0 PHYSICAL FITNESS/SWIMMING ABILITY

- 9.1 Many of the courses offered are physically demanding and may involve bending, lifting, jumping, falling, climbing, stretching and a degree of co-ordination; and 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. If you have any concerns, please contact your doctor to seek advice on whether you should participate.

- 9.2 Everyone taking part in a water-based course should be able to swim 50 metres in light clothing, but we can accommodate those who can't as long as they are confident in the water.
- 9.3 Any participant who is unable to swim 50 metres or has concerns with their swimming ability, should inform the instructor prior to starting any water-based activities.

## 10. SAFETY

- 10.1 Safety is of paramount importance to Findhorn Watersports, every care will be taken to ensure the safety of participants on all the Centre's courses and hire bookings, however all Participants and their parents and guardians (where appropriate) must acknowledge that boating, water sports and adventure activities are hazardous by their nature and accept the risks of participating in these activities.
- 10.2 In providing a safe system of work and to manage associated risks:
  - 10.2.1 We only employ staff trained within national governing body guidelines.
  - 10.2.2 We provide a range of quality personal protective and safety equipment for Participants comfort and safety.
  - 10.2.3 We provide appropriate equipment for your course and rescue cover.
  - 10.2.4 We teach to national governing body recommendations and guidelines.
  - 10.2.5 We have robust management and safety systems which have been inspected by approved bodies including the Royal Yachting Association (RYA)
  - 10.2.6 We reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.
- 10.3 All Participants must comply at all times fully and promptly with all safety regulations and instructions issued by the Centre, its staff and or its instructors; and Participants must not do anything (or omit to do anything) which may cause damage or loss to the property or facilities of the Centre or other Participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises.
  - 10.3.1 Findhorn Watersports reserves the right to terminate the stay/use of Centre facilities of any person(s) whom it reasonably considers to be in breach of conditions in 10.3. such persons may be required to leave the Centre's property forthwith.
  - 10.3.2 No refunds will be made in this event, and Findhorn Watersports will not accept liability for any expenses, claims, losses, or costs incurred as a result of such termination.
- 10.4 It is advised that rings, chains, earrings and other items of jewellery are to be removed or taped over before participating in practical activities.

## 11.0 MEDICAL AND DIETARY DECLARATIONS

- 11.1 If you have a medical condition or illness, including but not limited to; pregnancy, heart conditions, seizures, diabetes, or any participation restrictions you must disclose this on your booking form. In most cases, declaring a health condition or participation restriction will NOT exclude you from participating in any of our courses, however Findhorn Watersports reserve the right to refuse a booking if it is not possible to mitigate the risk associated with a medical condition or participation restriction. If you are in any doubt, please speak with us directly or seek advice from your GP before submitting your booking.
- 11.2 You must also indicate on the booking form if you have any special requirements, accessibility requirements or dietary needs of which we may reasonably need to be aware.

## 12.0 UNDER 18 PARTICIPANTS

- 12.1 All persons under the age of 18 years ('Under 18's') will require signed consent from their parent/guardian before being allowed to participate on a course.
- 12.2 We will not accept responsibility for Under 18s until the course start time; and they must be picked up promptly at the course finish time.
- 12.3 Findhorn Watersports operate a robust safeguarding policy which ensures staff and instructors are approved to work with children and at-risk adults.

## 13.0 ERRORS AND OMISSIONS

- 13.1 Whilst every effort is made to ensure the accuracy of the Centre's publicity information, Findhorn Watersports 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.
- 13.2 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.

## 14.0 DATA PROTECTION/PRIVACY

- 14.1 The information you have supplied will be treated in accordance with the provisions of the GDPR and Findhorn Watersports Privacy Policy.

- 14.2 We may occasionally take photographs of participants for marketing and publicity purposes, including reproduction on our website, by submitting your booking form, you provide your consent for this, however you can withdraw your consent by ticking the relevant box on the booking form.
- 14.3 Findhorn Watersports will on occasion email out newsletters, business updates and special offers, by submitting your booking form, you provide your consent for this, however you can withdraw your consent by ticking the relevant box on the booking form.

## 15.0 COMPLAINTS

- 15.1 If the Customer encounters a problem or issue relating to the services being provided by Findhorn Watersports we will try to resolve such problem or issue as soon as possible. If the problem or issue fails to be resolved, the Customer must report it to the relevant course instructor or Findhorn Watersports administration team.
- 15.2 If the Customer does not receive a satisfactory response following the events set out in condition 14.1 the Customer may request to meet the Findhorn Watersports management team.
- 15.3 If the Customer's complaint is not resolved satisfactorily in accordance with condition 15.0

and

15.2, please write to:

The Principal  
Findhorn Watersports  
Findhorn Boatyard  
Findhorn  
Forres  
IV36 3YE

Email [jane@findhornwatersports.scot](mailto:jane@findhornwatersports.scot)

## 16. CIRCUMSTANCES BEYOND OUR CONTROL

The Customer agree and accept that the activities and services that we offer are weather dependent and therefore can be highly susceptible to changes, cancellations and/or postponements caused by various weather factors and we therefore cannot guarantee certificates will be issued if attending a Certificated course.

The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

## 17. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement (except (where applicable) any successors and permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

## 18. WAIVER

The Centre reserves the right to waive any or all of the Conditions.

## 19. APPLICABLE LAW

19.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with Scots Law.

19.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the courts of Scotland.