

# Booking Conditions

## 1) Your Contract

Please read carefully the Booking Conditions and information contained in our brochure as these form the basis of your contract with Rockley Watersports Ltd 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 Rockley Watersports Ltd.

## 2) 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.

Provisional bookings will be held for a MAXIMUM of 5 days. During High Season this is reduced to a MAXIMUM of 2 days.

## 3) Price

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

Any special offers are only valid for bookings made during the dates specified.

## 4) Schedule of payments

We require a deposit per person as stated on the Booking Form. The final balance is due 56 days prior to your departure date (or at the time of booking, if booking within 56 days).

NOTE: the date your Final Balance is due is shown on our Confirmation of Booking, 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.

## 5) 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 which applies.

The date of cancellation is the date of the receipt of written advice to the Company's office in Poole.

NOTE: If the reasons for your cancellation are covered under the terms of your own travel 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 date	Cancellation Charge
more than 56 days	Deposit only
56 – 29 days	50% of the total booking cost
28 – 22 days	70% of the cost of the booking
21 – 8 days	90% of the cost of the booking
7 days or fewer	100% of the cost of the booking

## 6) Alterations

The Company 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 Company by the Party Leader. Alterations requested more than 56 days in advance of your departure date, such as change of departure date, accommodation or course, if acceptable, are subject to an administration charge of £20 per person. Major alterations within 56 days of departure date (such as change of departure 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.

3 day courses may be extended to 5 days subject to availability for a supplement of £100.

## 7) Company alterations

The arrangements detailed in this booking and in our brochure are given in good faith at the time of publication, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate.

No employee or representative of this Company has the authority to verbally vary these terms and conditions or the information within our brochure, 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 Company shall be valid unless in writing and signed by a Director of the Company.

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 cancelling your booking and receiving a full refund of all monies paid. (For trips abroad only and limited to where payments are NOT received by the due dates, the price of your holiday may be subject to surcharge as a result of currency fluctuations. In the event of a surcharge being necessary we will undertake to bear the first 10% of the increase. We reserve the right to impose surcharges due to government action.)

## 8) Force majeure

The Company reserves the right to cancel/curtail your holiday 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 effect the Company's contractual obligation. Where such circumstances occur the Company will not be liable to pay you refunds or compensation.

## 9) Insurance

We strongly recommend that you are insured for your holiday. It is your responsibility to ensure that your policy includes cover for cancellation, emergencies and the watersports activities in which you will be participating.

## 10) Company liability

The Company accepts responsibility should any of the services which we are contractually obliged to provide prove deficient or not of reasonable standard. This includes responsibility for the acts or omissions of any of our employees, subcontractors and suppliers. Save that as detailed below, no liability is accepted for death, injury or illness.

The Company does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of the Company, employees, suppliers or subcontractors. In addition, the Company is NOT liable for death, injury or illness caused by an activity outside of the Company's activities.

The Company cannot accept liability for causes of dissatisfaction which are not notified to us, in writing, within 28 days of completion of the holiday.

## 11) Person authorised to make the booking

The Party Leader is responsible for seeing that all members of their party are physically fit to take part in the course or watersports activities and can swim 50 metres in light clothing. All adults accompanying a party agree to be responsible for the good behaviour of children in their party and will adequately supervise their own party. Where damage is caused to the Company's equipment e.g. boats, accommodation, etc as a result of wilful damage by a party member under the influence of drink or drugs, or as a result of a party member not obeying the Company staff's instructions, then the person will be responsible for the full amount of the repair or replacement.

The Party Leader is responsible for providing (on the Booking Form) the Company with any known medical conditions that may affect the personal safety of any party members and for notifying, in writing, the Company of any special needs of any party members.

## 12) 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.

## 13) Complaints

Our aim is to give you an enjoyable and trouble-free holiday. If you do have a problem or complaint it is important and in your own interest to tell a relevant member of the Rockley Watersports staff immediately so that steps can be taken to resolve the matter on the spot. If your complaint cannot be resolved there and then, please complete one of our Client Liaison forms at the centre and notify us, in writing, immediately upon your return. We strongly recommend that you communicate any problem to our centre staff without delay and complete a report whilst at our centre, if you do not, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on holiday and this may affect your rights under this contract.

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration, if you so wish, under a special scheme which is administered quite independently by the Chartered Institute of Arbitrators.

## 14) Restrictions

Rockley Watersports Ltd and its staff are responsible for the safe conduct of your holiday 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 Rockley Watersports craft to do night sailing or partake in any third party race without the prior written approval of the Company. All waterbased activities are offered subject to availability. The Company cannot be held responsible for loss of use of watersports equipment due to adverse weather conditions.

## 15) Brochures

The brochure is prepared some months in advance. Every effort is made to ensure the accuracy of the facts contained in the brochures. Circumstances may arise however where certain particulars have to be modified. In these circumstances the Company will make every effort to provide suitable alternatives but will not be held liable for changes made by outside influences.

The images used in our brochures have been taken from a selection of our centres in France and the UK

## 16) 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.

## 17) Equipment

All the dinghies, windsurfers and powerboats used by our centres are approved by the Royal Yachting Association as suitable for teaching. All buoyancy aids are of an approved design.

## 18) Travel tickets

All travel tickets or other vouchers provided before the trip are valid for that particular trip and no refunds can be made if lost, mislaid or unused.

## 19) Restaurants & local facilities

In early and late season some restaurants and local facilities may be closed and although mentioned in the brochure, cannot be guaranteed.

