



Sea  
Kayak  
Ulster

Terms and Conditions



## **Terms and Conditions**

The following terms and conditions are to ensure effective engagement with clients and Sea Kayak Ulster. These terms and conditions have been written to be as clear as possible. If you have any trouble understanding the document or if you wish to clarify its contents, please get in touch directly via our Website.

### **Assumption of risk**

Taking part in any form of paddlesport and outdoor pursuits involves an element of assumed risk. By participating in this course/training/coaching/expedition you agree that you will follow all safety instructions given to you by the staff. You also understand that you must take reasonable responsibility for your own safety where appropriate. All reasonable precautions will be undertaken by the staff on the course/training/coaching/expedition to keep you safe, but it must be understood that injuries can happen as part of these activities. During the course training/coaching/expedition, it is your responsibility to look after your own kit, belongings and your vehicle. Sea Kayak Ulster cannot be held responsible for any loss to personal effects sustained during your booked activity. Any medical conditions must be declared on the booking forms and any changes to this declaration must be passed onto the course staff prior to the course starting. You are advised to hold your own insurance for personal injury and third-party liability to protect yourself in the event of injury – we especially advise this on expeditions.

### **Assumption of understanding**

Taking part in any outdoor and adventurous activities involves an element of exposure to the natural environment, this is especially true on training courses and Expeditions. By choosing to participate in the course/training/coaching/expedition you agree that you are responsible for your own actions in that natural environment and understand the limited and vulnerable nature of adventure in remote and wild spaces. All reasonable precautions will be undertaken by staff to ensure your safety however it must be understood that personal choices in remote spaces can cause injuries or fatalities. Sea Kayak Ulster cannot be held responsible for an individual's personal decisions that go against the advice of Coaches, Leaders or Guides; this includes choices in equipment. Sea Kayak Ulster reserves the right to refuse to engage with clients who present as a risk with regards the above. (See Refusal to Engage)

### **Disclosure of medical**

Any medical condition, including and medication being currently taken, which affects your daily health and may impact on your involvement in the activity must be disclosed to the lead member of staff on the course, either prior to the activity or at the start of the course/training/coaching/expedition. Should medical information have changed since filling in the booking form the staff must be updated as soon as possible. These conditions include (but are not limited to) heart conditions, breathing issues, joint problems, vision issues, allergies, asthma, spine/back pain, dizziness and any pre-existing or recent injuries/conditions. Disclosure of certain health conditions may mean staff may not permit a client to begin a course/training/coaching/expedition.

### **Refusal to engage**

In the interest of your own and the group's enjoyment and safety, Sea Kayak Ulster reserves the right to refuse to engage with a client where their behaviour, medical condition and/or physical ability may make it unsafe or inappropriate to continue with an activity. In the interest of safety, we also reserve the right to refuse to engage with a client where the kit and equipment that they present with on a course/session/activity/expedition is not at the appropriate standard. Where possible an alternative activity/solution will be offered to the problem if it is reasonable to do so.

If a client refuses to engage in a course/session/activity/expedition, Sea Kayak Ulster holds no responsibility for refund or reimbursement.

### **Venues used**

Sea Kayak Ulster will always aim to choose the best possible venue to operate in, considering your needs, the aims of the training and where appropriate the environmental requirement of the award being undertaken. Sometimes these venues may not be safe to operate in (e.g. too high/low water levels) and we may need to change to alternative venues which may require additional transport and journey time. We will do our best to ensure that this has a minimal impact on the course. The situation may also arise where an alternative venue may not be available, in which case the course may be cut short or cancelled in the interest of safety. Where a course/session is cancelled due to a suitable venue not being available the course staff will discuss with the client the best course of action which may involve delivering the course on an alternative date or a refund being given for any training which could not take place due to a leaders decision.

In relation to expeditions, cancelled expeditions may be re arranged for a more suitable date in discussion with the client or a full refund if the expedition is unable to happen. Due to the specific constraints around expeditions, if conditions or concerns arise mid expedition leading to changes of plan or early termination, guides will provide an alternative paddle plan or option to clients. No refunds are due however alternative offers may be made.

### **Losses to Client Equipment**

You are responsible for your own kit and equipment during your course/training/expedition, any personal losses to kit and equipment will not be reimbursed by Sea Kayak Ulster. You are advised to hold your own insurance for equipment loss/damage.

### **Usage of kit and equipment provided**

Please look after any kit and equipment you are given to use as part of your course/training/expedition. Should any damages/losses occur out of negligence or lack of care we may seek to recover the cost from either yourself or your group.

### **Payment of additional fees**

Unless expressly included as part of your course/training/expedition cost, Sea Kayak Ulster is not responsible for paying any car park (or parking fine) charges incurred, water access fees, venue fees, fuel or meals. For some courses, there are certification/registration fees which will be charged in addition to your course cost (usually payable on the day) unless they are expressly included in the original quotation of your course cost.

### **Replacement staff**

In some instances, it may be necessary to use other staff to provide the training/course/expedition. This may be at the request of the client or due to the need to bring in a specialist holding technical expertise in a specific field. Where it is known at the point of booking that alternative staff will be required to deliver a course/training you will be made aware of this immediately. If there are unforeseen changes to the staffing on a course/training/expedition you will be made aware of this change at the earliest possible opportunity.

### **Reserving a place on a public/open course**

Unless agreed prior to your booking, once you have completed a booking/registration form you need to arrange payment for your activity. A non-refundable deposit of 25% of the activity cost is required at the time of booking, with 50% being payable a minimum of 4 weeks before and 100% being payable a minimum of 2 weeks before the activity date. If these payment terms are an issue (or a barrier to your participation) please get in touch prior to making your booking.

### **Cancellation of Courses/Expeditions**

Due to unforeseen circumstances, it may be necessary to cancel a course/training/session/expedition. We will always aim to give you as much notice for this as possible. Where appropriate we may be able to bring in an alternative member of staff to deliver the activity, rearrange dates or offer a refund. Any additional costs or losses incurred as part of a cancellation (e.g. transport/accommodation) will not be reimbursed by Sea Kayak Ulster. You are advised to hold your own insurance for losses due to cancellation.

### **Cancellation of Courses Due to Environmental Conditions**

For some training and assessment courses there is a minimum environmental requirement set by the awarding body. Should the required environmental remit not be present, it may be required to cancel/postpone the course/training/expedition if an alternative venue cannot be found within the required time constraints. You will be made aware of the environmental requirements for your course at the time of booking.

### **Client Cancelling a Booking**

It may be necessary for you to cancel your booking/agreement with Sea Kayak Ulster. You must inform us as soon as possible so that alternative arrangements can be made. When the client cancels the booking the following timescale regarding payment for the booking will be used.

Cancellation more than 4 weeks before the course date - No cost incurred to the client  
cancellation 2 – 4 weeks before the course date - 50% of cost charged to the client  
cancellation less than 2 weeks before the course date - 100% of cost charged client

If you wish to discuss these cancellation terms please do this before completing your booking.

### **Payment of Invoices**

If we have agreed to invoice you (or your organisation) following delivery of the course, the standard terms for an invoice is 30 days from when it is sent to you (unless an alternative timescale has been agreed prior). Be advised that if an invoice becomes overdue it may be necessary for us to charge a payment recovery fee and interest on the owed amount as set out by <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

We will contact you in advance of applying these late payment charges to see if an agreement can be found as to when the invoice will be paid. If you will be unable to pay an invoice on time, please contact us as soon as possible to discuss the matter.

### **Complaints and Appeals**

We will always do what is possible to ensure that you have the best experience during your activity with Sea Kayak Ulster. Should you have an issue regarding the level of service you have received or if your expectations are not met during your course/assessment, please contact us as soon as possible and we will do our best to resolve the issue.

During formal assessments, it is possible that you may wish to appeal a decision given. Should this be the case you will be directed to the relevant appeals procedure for the course or training you are involved with. If you do need to do this please contact us as soon as possible and we will do our best to resolve the issue.

**Before engaging in any activity/course/training/expedition with Sea Kayak Ulster please ensure you have read and agree to these terms and conditions. Should you need to discuss anything with us further please do so as soon as possible.**