



# Brighton Kayak Experience

making paddleports accessible to all

## Terms and Conditions

### "Brighton Kayak Experience"

The trading name of Rob Leatham BA PGCE BCU Level 2 Coach

### "The Course"

Any activity that is run by Brighton Kayak Experience and to which these Booking Terms and Conditions apply.

### "The Instructor"

Any person who is authorised by Brighton Kayak Experience to lead The Course.

### "The Participant"

Any person who is authorised to take part on The Course.

### Booking by Phone or Email

If The Course is booked by phone or e-mail, a place will be reserved for The Participant until the payment is received, however if the payment is not received by Brighton Kayak Experience within 7 days from the day that a place was reserved, Brighton Kayak Experience reserves the right to offer the place to another person.

### Fees

To book a place on a Course full payment must be made at the time of booking.

### Course Information

Details of The Course including the program outline, kit requirements and start/finish times are supplied to The Participant after booking and prior to attending The Course.

### Cancellations by The Participant

If The Participant cancels their place on The Course within 30 days prior to the first day of The Course, The Course fees will be forfeit to Brighton Kayak Experience unless The Participant finds another person to attend The Course in their place (The Substitute). If the Participant cancels their place on The Course outside of 30 days prior to the first day of The Course then 25% of The Course fees will be forfeit to Brighton Kayak Experience.

### Cancellations by Brighton Kayak Experience

Brighton Kayak Experience reserves the right to cancel or alter The Course. If The Course is cancelled (through no fault of The Participant) an alternative date will be offered to The Participant or a full refund will be given. If, through no fault of Brighton Kayak Experience, The Course cannot be pursued due to health and safety considerations and no alternative can be found, no refund will be given. No liability for consequential loss is accepted by Brighton Kayak Experience.

### Insurance

The Participant is advised to insure themselves against cancellation, personal injury and loss or damage to belongings and equipment. All of The Courses are dependent on the weather and will only run if it is safe to do so.

Brighton Kayak Experience is insured with cover to a maximum of £10,000,000 for a claim arising from loss, injury to, the death of or damage to the property of a third party.

### Property

The Participants are responsible for any equipment loaned to them for the duration of The Course and will be liable for any loss or damage to the equipment unless such loss or damage is caused through 'wear and tear.'



# Brighton Kayak Experience

making paddleports accessible to all

Brighton Kayak Experience cannot be held responsible for any loss, damage or theft of The Participants belongings.

## **Photography & Video Recording**

Brighton Kayak Experience may take photos or video recordings of The Course for use in advertising and associated media. The Participant may at the time of The Course request not to have such recordings taken. The photos and video recordings remain the property of Brighton Kayak Experience and reserve the right to use these images without giving notice to The Participant or paying any royalties. We will however endeavour to ensure that The Participant receives a digital copy of the images.

## **Medical Conditions, Allergies or Disabilities**

Brighton Kayak Experience cannot accept any liability for any loss or injury caused by medical conditions that were not disclosed to Brighton Kayak Experience on the booking or medical forms and to The Instructor prior to The Course commencing. Disclosure of a medical condition will not necessarily prevent The Participant from attending The Course.

## **Safety and Instruction**

This statement has been taken from BCU guidance, see (<http://www.canoe-england.org.uk/media/pdf/Participation%20Statements.pdf>):

Canoeing and Kayaking are "Assumed risk." "Water contact sports.". That may carry attendant risks. Participants should be aware of and accept these risks, and be responsible for their own action and involvement.

For all water sports The Participant must be confident in, and around water.

Brighton Kayak Experience will not be responsible for any loss or injury caused to The Participant during The Course if that loss or injury is caused by The Participant's own negligence.

Safety is of utmost importance; therefore The Participant must act on any requests that are made by The Instructor in the interests of health and safety. The Instructor will terminate The Course immediately for any Participant who refuses to act on their instructions.