

## RYA Helmsman Course

### Terms and Conditions of Participation

#### 1. General

This is a legally binding contract between Lyneal Trust and the Participant. Lyneal Trust is also referred to as "Trust", "we" and "us".

Instructor is the person qualified by the RYA to conduct a RYA Inland Waterways Helmsman Course on behalf of the Trust.

The Participant is the person who signs the booking form. This person must be over 18 years of age, not classed as vulnerable and accepts and adheres to these terms and conditions. The participant is also referred to as "you".

#### 2. Bookings and Payment

The booking form must be returned, and full payment of the course must be paid within 10 days of the provisional booking being acknowledged. A provisional booking is only accepted as a confirmed booking once the booking form has been duly completed, signed and returned to us and full payment has been made. Until the booking is confirmed, it can be cancelled at any time without prior notice. The contract exists between the Participant and the Trust once the booking is confirmed.

Bookings made less than 10 days prior to the course must be paid in full at the time of booking.

#### 3. Course period

The course will be held over 2 days. Start and finish times will be confirmed by the Instructor. Start and finish times will normally be 8.30am to approximately 5pm.

#### 4. Medical Declaration and Emergency Contact Details

The course requires physical effort and agility. Getting on and off the boat can involve large steps. Locks require a moderate amount of physical strength and exertion.

You will be required to sign a medical declaration stating you are not suffering from uncontrolled epilepsy, giddy spells, diabetes, asthma, angina or other heart condition and that you are fit to participate in the course. None of the conditions that you declare need to be a bar to taking the course. However, it is important that the Instructor is aware of them.

You must also provide details of at least 2 people who the Trust can contact in event of an accident or emergency.

#### 5. Insurance

The Trust insures the training boat and its equipment and inventory against public liability risks. The Trust's insurance does not cover personal accidents or loss of damage to personal effects. Participants are advised to take out their own personal insurance cover.

The Participant will indemnify the Trust against all costs, damages, expenses, liability and claims howsoever arising from the negligence, neglect or default of the Participant.

The Trust reserves the right, at our sole discretion, to require reimbursement from the Participant of any repair or other costs howsoever arising caused by the actions or inaction of the Participant. The Participant shall pay us any such repair or other costs within 14 days from the date of our account rendered, failing which we shall at our discretion, charge the hirer interest on the outstanding debt at the commercial rate of Barclay's Bank plc +4%. Should we receive from insurers any reimbursement in respect of the damage for which the Participant has reimbursed to us, we shall re-pay such proportion of the monies forthcoming from the insurers to the Participant as in our entire discretion we consider reasonable. The Participant shall be responsible for the uninsured excess of £250 in any event.

## **6. Participant's Property**

Parking within the Wharf is restricted to unloading and loading only and all vehicles should be moved to the Trust's car park.

Vehicles may be left in the Trust's car parks at the vehicle owner's risk. The Trust will be under no liability for any loss of or damage to vehicles or contents of the Participant's or other people's property on the boat or elsewhere or howsoever caused except by the Trust's negligence or that of those for whom the Trust is responsible. Participants are particularly advised not to leave any valuable or portable items in the vehicle.

The Trust shall take such action as may be necessary to silence car alarms in the Trust's car parks and to recover the costs from the Participant.

The Trust takes no responsibility for the personal possessions of the Participant.

The Trust may return Participant's property left behind if claimed and following the receipt of payment for postage and packing (minimum charge £10). Property not claimed within two months from the end date of the holiday will be disposed of by the Trust.

## **7. Your Responsibilities**

The Participant must behave at all times with due consideration for other waterway users, hirers of Wharf Cottages and local residents. Local waterway rules and regulations must be observed at all times.

We take participants' safety seriously and do all that we can to ensure you have a safe and enjoyable experience, however it is your responsibility to ensure that you dress and behave in an appropriate manner for the course you are attending and follow the directions of the Instructor at all times including listening to safety briefings. If the Instructor considers that your behaviour or attire is not appropriate, he/she will not allow you to continue with the course

The Participant must use the path that runs parallel to the lane to access the Wharf to board the training boat. Access to other areas of the grounds and the Cottages is not permitted to respect the privacy of any occupiers.

The Participant must not take on or to have on the training boat, without the Trust's prior written permission, any equipment which may cause danger or hazards.

Smoking is not permitted at any time on board the training boat.

Should you have an accident whilst on the Trust's property, please report this immediately to the Instructor and follow the given instructions.

The toilet must be kept in a clean and sanitary condition. It is essential that no items be flushed into the toilet, such as disposable nappies, wet wipes, sanitary towels, tampons and/or applicators. Only 2 ply toilet tissue may be used and will be provided. If the toilet becomes blocked the Trust reserves the right to charge the Hirer up to £150.

The Participant should make every effort to keep the training boat and all contents in the same state of repair and condition as at the start of the course. Any accidental damage or breakages should be reported to the Trust's Instructor prior to departure each day. The Trust retains the right to make an additional charge for damage and breakages although it should be noted that minor breakages and reasonable wear and tear (in the opinion of the Trust) will not be charged for.

## **8. Marketing Material**

The specification of the training boat, facilities and equipment in marketing material is intended as a general guide, but the Trust shall not be liable in the event of any differences in the boat supplied and reserves the right to make modifications. Layout plans are for guidance only and are not to scale.

The Trust reserve the right to change the training boat's specifications without prior notice.

## **9. Exemption**

The Trust shall not be liable for any matters arising from any cause beyond the Trust's reasonable control or not due to the Trust's negligence or willful default including (without limitation) death or personal injury of participants, loss or damage to property, non-fulfilment or interruption of the course or delays, breakdowns, mechanical problems, defects, damage, restrictions or obstructions, repairs or damage to waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather conditions, rationing, shortage or non-availability of fuel or in respect of any consequential loss, damage, expense, injury, or claim. The Trust's cancellation conditions below (11) will apply.

## **10. Complaints**

Every endeavour is made to ensure the course is memorable for all the right reasons. However, we do recognise that from time to time things do go wrong. In these circumstances, it is the responsibility of the Participant to make any such problem known to the Instructor, immediately it becomes apparent, thereby giving us the opportunity to correct the situation. We will make every endeavour to rectify any identified problems as soon as is reasonably possible. The Trust shall not be liable in respect of any matter which is not so notified immediately and in any event, shall not be liable in respect of any matter which is notified after the end of the course, as the boat may then have been used by the Trust and may not be available for inspection. Should you wish to make a formal complaint please refer to the Trust's Complaints Procedure which can be found on the Trust's website page: <https://www.lyneal-trust.org.uk/our-policies-and-procedures/>

## **11. Cancellation**

You have 7 days after making your booking in which you may change your mind, confirmation of this must be in writing, and we will refund your payment in full. After this time refunds will be at the Trust's discretion and all such refunds will be subject to a deduction of £50 per participant to cover the Trust's costs.

We will make every effort possible to accommodate changing the dates you have booked on any of our scheduled courses, and providing you inform us at least 14 days before the scheduled date AND we can fill the place/s, we will arrange alternate dates for you at no extra cost. If we are unable to fill the place/s on your original course or you inform us with less than 14 days before the course, there will be a £50 per person rebooking fee.

Our Helmsman's course requires two students to enable us to handle the boat safely and correctly. In the event that we are unable to run the course because of insufficient numbers (see Exemption above 9) then we will either find a suitable alternate date for you or refund your money in full. We will attempt to give you as much notice as possible, however the Trust cannot be responsible for incidental expenses such as non-returnable rail fares or hotel deposits unless agreed before the cancellation or change is made.

In the unlikely event that we have to change or cancel any of our scheduled courses for any other reason (see Exemption above 9) we will either refund your money in full or arrange an alternate date suitable for you. We will attempt to give you as much notice as possible and again, the Trust cannot be responsible for incidental expenses such as non-returnable rail fares or hotel deposits unless agreed before the cancellation or change is made.

## **12. Jurisdiction**

The contract between the Trust and the Hirer shall be deemed to have been made in England and shall be governed in all respects by English law. The Hirer shall submit to the jurisdiction of the English courts provided that the Company and the Trust at their option may bring any legal proceedings against the Hirer from courts in any other country.

### **13. Waiver**

No indulgence, forbearance or delay by the Trust shall constitute any bar to its enforcement of its rights at any time and no waiver in respect of any breach shall operate as a waiver in respect of any other subsequent breach.

### **14. Privacy**

The handling and collection of any personal participant data is processed in accordance with local law and is not sold to third parties. Full details of the Trust's Privacy Policy can be found on the Trust's website page:

<https://www.lyneal-trust.org.uk/privacy-policy/>

On successful completion of your RYA Inland Waterways Helmsman course your name, contact details, date of birth, certificate number and date of issue will be shared with the RYA through a secure web portal or [www.rya.org.uk](http://www.rya.org.uk). The data will be stored on the RYA's central database. This information allows the RYA to record your qualification, to update any records they may hold for you, and to verify or replace your certificate if required. For further information on how the RYA will deal with your data, please see the RYA's privacy policy at [www.rya.org.uk/go/privacy](http://www.rya.org.uk/go/privacy).