



Quay Marine Training Ltd  
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## Terms and Conditions of Booking

Please be aware that by signing a booking form, you agree to be bound by the following terms and conditions.

In the following terms and conditions, reference to the company, Quay Marine Training Ltd., hereon referred to as QMT, means all instructors, staff and other sub-contracted persons. The term, 'client' shall mean each and every person in whose name the course is booked.

1. QMT reserves the right to decide how and when any course is run and if it shall proceed. QMT's decision is final.
2. If QMT is unable to supply any booking due to circumstances beyond it's control, the client(s) may be offered another booking, at the discretion of QMT, or an alternative booking with another company, if appropriate.
3. If QMT is unable to supply an alternative booking, or the client(s) are not able to accept an alternative booking, QMT will refund any deposit, or course fee paid. QMT's liability extends no further than this.
4. A booking is only secured when we receive a completed booking form with **agreed** deposit or full payment.
5. In the event of a client wishing to cancel a booking, the following conditions apply:
  - If more than four weeks notice is given, the course fee will be refunded less a £50.00 administration charge.
  - Between two and four weeks notice, the full cost of the course is due unless the booking can be resold to an alternative client, in which case the £50.00 administration charge will be levied only.
  - Less than two weeks notice: Full cost of course due.

In the event that you wish to change the booked date of your course, then we will do our utmost to accommodate the change at no further charge. This is, of course, very dependent upon the amount of notice given and therefore our ability to resell the booked place. If this proves not to be possible, then please see terms above.

6. QMT's training centre is insured, however all clients are strongly advised to take out appropriate insurance against cancellation, damage and loss of personal effects, death and personal injury.
7. QMT accepts no responsibility for theft, loss or damage of client's clothing, equipment or personal property, whatever the circumstance, on or off the company's craft.
8. Unless proved negligent in a court of law, QMT does not accept responsibility for death of or injury to the client, or subsequent loss or damage to client's personal property.
9. The client acknowledges that there are inherent dangers involved in sports and power-boating and as such understands and agrees to sign the booking form indemnity holding QMT and its instructors free of all liability in the event of an accident, death, injury or damage to person or property.
10. Own Boat Tuition (if applicable) is only provided on the following basis:
  - Tuition is only undertaken on a vessel owned by the person attending the course and cannot be undertaken on commercial or 'club owned' vessels, unless they are an RYA Recognised Training Centre (RTC)
  - The owner remains the skipper and is therefore legally responsible for the safe management of the vessel at all times including when under tuition. The owner will not hold the instructor responsible for any loss or damage.
  - The vessel is adequately insured by the owner for loss, damage and legal liability to third parties.
  - The owner undertakes to secure the consent of the insurers of the vessel, for this agreement and training to take place.
  - A client who seeks 'Own Boat' tuition will also be sent a separate document detailing the equipment and capabilities of the craft that are required. It is a condition of booking that the client's vessel satisfies these conditions.

11. Clients provided any equipment such as waterproof clothing or lifejackets, are responsible for the safe return of the items. Any damage beyond that which may be deemed as normal wear and tear, may render the client liable to pay for the item in full or to pay the company suitable compensation as determined by the company.
12. Clients intending to obtain the International Certificate of Competence (ICC) are advised that under current RYA rules, this certificate (when issued by the RYA) is only available to "...British Citizens or bona fide British Residents. (Evidence of British residency may be required.)" In our experience this has been overlooked on occasion but please note that no reliance should be placed on our observations and any doubts should be discussed with the RYA.
13. All courses require students to achieve a certain standard at which the relevant certificate can be issued. If for any reason this standard is not reached, QMT will aim to create a plan to help the student achieve the award, perhaps with further time afloat, and within reason, will rarely charge extra for this.

#### **14. Children's Powerboat Courses.**

- Children age 8 - 18 are eligible for the Powerboat Level One course, whilst those between 12 – 18 may attend a Level Two course. Where possible it is preferable for children to attend with others of their own age to achieve a superior learning environment.
- Certificates issued will be endorsed as follows:

8 – 11 year old: "The holder should only use powered craft under the supervision of a responsible adult on board the craft"

12 – 16 year old: "The holder should only use powered craft under the supervision of a responsible adult"

QMT can accept children onto courses where the child is not accompanied by a parent or guardian, under a specific child booking form. When booking a course for a child we urge the adult placing the booking, to carefully consider the following points:

- Whilst we will always endeavour to make our boats as user friendly as possible, is the child capable of the physical activities that a powerboat course entails?
- On a two day Level 2 course we will be looking at areas such as tides and navigation. Whilst this course is available to those of 12 years and above, are they likely to be able to embrace such areas fully? A certain level of understanding and capability is required in order to achieve the desired standard for a certificate to be issued. This could also be applied to the practical aspects of the course.
- We sincerely hope that any child attends through a desire to do so rather than being persuaded...
- If being away from a parent or guardian for one/two days causes distress, maybe they could attend with a companion.
- Parents/guardians must be contactable throughout the course at all times.
- It is your responsibility to provide plenty of warm spare clothing, waterproofs, warm hats, gloves and suitable footwear. Please bear in mind that children get colder quicker than adults and that powerboating can be a wet activity.