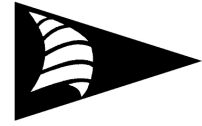


SPINNAKER CLUB

RYA Champion Club



Spinnaker Club Training Terms and Conditions

1. Fees:

All fees must be paid in full at the time of booking.

2. Cancellation by the client:

A refund will be paid if a cancellation is received in writing at the Spinnaker Club office 21 days before the booked course/lesson, there will be a £25 cancellation fee to cover administration costs.

In the event of a cancellation within 21 days of the course/lesson, no refund will be given unless Spinnaker Club re-sells the booking. If Spinnaker Club is successful in finding a replacement, the client will be offered a refund of 30% of the original course fee or an alternative course when available at a discount of 40% of the course or tuition fee.

3. Cancellation by Spinnaker Club:

Every attempt will be made to ensure that advertised courses actually run. Spinnaker Club reserves the right to cancel any course up to 14 days before the start date if viable numbers are not achieved or there are circumstances beyond our control. In these circumstances Spinnaker Club will offer clients one of the following options:

- The same course on an alternative date/s
- An alternative course on the same date/s
- A training voucher to the value of the course booked

Spinnaker Club reserves the right to request anyone who does not meet the course standard to withdraw from that course. At the Clubs discretion, an alternative may be offered. No refund will be made in these circumstances.

4. Termination of booking:

Spinnaker Club further reserves 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 staff or other responsible person who's 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.

5. Force Majeure:

In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence, or any circumstance whatever beyond the control of Spinnaker Club including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdowns or natural disaster then Spinnaker Club shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client.

6. Certificates:

You agree that you will accept the decision of the course instructor in relation to the issuing of RYA Certificates and accept that it is not guaranteed that you will pass any course chosen to attend. The course instructor will always give feedback.

7. 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.

8. Equipment:

All the dinghies, kayaks and powerboats used by our centre are of an approved design suitable for teaching. All buoyancy aids are of an approved design.

9. Use of own boat for training/coaching:

All boats on or about the lake must be 'sea worthy' and must have adequate insurance to include a minimum third party cover to the level recommended by the RYA.

10. Health warning: - applicable to all inland water activities at any venue.

A. Weil's Disease is a bacterial infection carried in rats' urine which contaminates water and wet river banks. The bacteria does not survive for long in dry conditions. It can be a serious illness requiring hospital treatment, and can lead to kidney or liver failure. Weil's disease is a modifiable illness. The bacteria are absorbed through the skin or mucous membranes of the mouth and eyes. Should you become immersed it can get into the blood stream very easily if you have a minor cut. If you feel ill after training or have any of the following symptoms, call your doctor promptly. The most common early symptoms are high temperature, an influenza-type illness and muscle pains. Tell your doctor that you have been undertaking water activities and where and ask if you can have a blood test for Weil's disease. Weil's disease can be caught in any wet area where rats are present including garden ponds and public park areas

B. Certain species of the **blue-green algae** can produce toxins when blooming which upon contact, may cause a number of conditions such as dermatitis, asthma, eye irritation, rashes, blistering of the skin around the mouth and nose, nausea, gastroenteritis, muscle cramps, headaches and pneumonia in some people. The lake water quality is tested regularly by Wessex Water including testing for Blue Green Algae.

11. Rules:

Spinnaker Club operates within a Club Constitution with Rules and Bylaws which cover general and safety issues. These Rules and Bylaws are currently published in the Club House and on the website.

12. Complaints:

Should you have cause for a complaint, please contact the Spinnaker Club office.

By paying for any training course or lesson you agree to abide by the Club Rules and Bylaws and agree to the terms and conditions detailed above.