

## Terms and Conditions of Activity Bookings

CST Trading Ltd is a wholly owned subsidiary of Children's Sailing Trust (charity no. 1165396). All profits from CST Trading Ltd are used to support the work of Children's Sailing Trust

- 1. Payment: A booking is not confirmed until registration and deposit payment is complete.
- 2. Schedule of payments: For all activity sessions and courses we require a deposit of 20% at time of booking. The full balance is due 8 weeks prior to the start date of your course (or at the time of booking, if this is less than 8 weeks prior to your course start date). You will be emailed a reminder to pay your balance via email shortly before it becomes due. If any payment due is not received in full and on time we reserve the right to treat the booking as cancelled by you. You have the option of paying the full balance at time of booking, even if it is earlier than 8 weeks prior to the course.

. Multi-session cards must be paid in full at time of purchase.

- 3. Admin Fee: An administration fee is chargeable if you make any change or cancellation to a booking, being £15 or value of deposit (whichever is less)
- 4. **Amendment to booking**: If we make a major change to your booking, we will inform you as soon as reasonably possible. You will have the choice of either accepting the change of arrangements or cancelling your booking and receiving a full refund. If you need to transfer your booking, or make a substantial amendment to the booking details, an admin fee will be charged (as per paragraph 3)
- 5. **Cancellation**: We make every effort to run all courses as advertised. If, for any reason, we do need to cancel a course, all money received to date will be refunded.

You are able to cancel your booking, with the following refund terms.

Please note, this applies to all CST activity session or courses, with the exception of **INSTRUCTOR COURSES** where we require double the notice period outlined below and **MULTI-BUY SESSIONS CARDS** (please see paragraph 6):

- i. > 30 days before the course start date: full refund minus admin fee (paragraph 3)
- ii. 30 < 14 days before the course start date: £15 admin fee or deposit (whichever is greater)
- iii. 14 < 7 days before the course start date: 50% of total booking fee
- iv. < 7 days before the course start date: 100% of total booking fee

The date of cancellation is the date of the receipt of written advice to CST Experiences, Trevassack Lake, Garras, HELSTON, TR12 6LH or hello@cstexperiences.co.uk

- 6. **Multi-Session Cards**: you can cancel your multi-session card and request a full refund, minus the £15 admin fee, within 14 days of purchase and <u>only</u> if no sessions have been used.
- 7. **Promotions & Advertisements**: The course details advertised on the website, social media and in print are accurate at time of publication. We reserve the right to make changes to these details for operational or other reasons.

While every effort is made to ensure that all offers and promotions on the website and social media are correct, should an offer or promotion remain on these platforms in error then it is at CST's discretion as to whether the offer or promotion is honoured.

- 8. **Covid-19**: for the most up to date information on Covid-19 considerations to activities and bookings please see our Covid-19 area on the website here
- 9. Force Majeure: In the case of circumstances amounting to Force Majeure necessitating alteration or cancellation of your course, CST will not be liable to pay any refunds or compensation. For the avoidance of doubt, Force Majeure includes, but is not limited to, any circumstance involving war, riots, government action, terrorism, fire, weather conditions, strike action and all similar events outside our control which prevent or affect our ability to deliver the goods and services agreed.
- 10. Adverse Weather: We cannot accept responsibility for the necessity to cancel or shorten any session due to adverse weather. At all times this decision will rest with the Duty Officer and will be

made on safety grounds. If we cancel a session, you will be offered alternative dates if availability exists. No refunds will be given due to adverse weather.

- 11. Alternative Activities: We will always endeavour to deliver the activity booked however if weather conditions or other considerations dictate we may substitute an activity with an alternative. CST reserve the right to alter or substitute any activity on safety grounds. The Duty Officer is responsible for making such a decision and any decision made by them is final.
- 12. **Behaviour**: All participants and accompanying visitors are expected to behave with a reasonable level of courtesy and respect whilst engaged in activities with the CST. Any student, or accompanying visitor agree to abide by the CST Code of Conduct (available to view on the CST website, as detailed in the last point below). In the event of a student being excluded from the session, or any further sessions, no refunds or compensation will be payable by the CST.
- 13. Lost Property: Please ensure that all participants remember to take all their belongings home with them at the end of each session. We will keep unidentified items of lost property for 30 days and identified items until the end of the season but regret that we are unable to forward items on by post.
- 14. **Medical Information & Medication**: All activity participants are required to provide a completed 'CST Health & Water-Confidence Declaration' prior to the start of the activity or course. Each declaration is valid for the year it was signed, so long as there are no changes to the details submitted. Any medication including inhalers that may be required during the session should be handed to the lead instructor at your pickup location. Please note that it is the responsibility of each participant to retrieve such items at the end of each session. No liability will be accepted for items not collected.
- 15. Supervision: All children under 16 remain the responsibility of their parent/guardian until they are signed in/out of the activity session with the signing in/out CST Staff member on duty at the meeting point (full details of the meeting points in the activity/course joining instructions). A parent/guardian must be present promptly at these times so as not to cause delay to CST operations. Where the parent/guardian will not be present at sign out, written permission to CST must be provided, outlining the details i.e. nominate another adult for signing out, or to allow the child to sign out without an adult present. Further details on this process and permission forms can be found on the CST website (see the last point below).
- 16. **Images**: From time to time authorised parties may carry out photography and/or video recording. You will always be consulted prior to this as to whether you agree that we may use such images in promotional, advertising or publicity material in any format whatsoever. The copyright to these images rests with such authorised parties.
- 17. **Complaints**: We aim to ensure that all participants enjoy their time with us and leave with memories of a great experience. If for any reason any aspect of our provision does not meet with your expectations then please ensure that you contact a member of CST staff at the earliest convenience so that we are able to attempt to solve any issues on the spot. If we are unable to do this to your satisfaction then please submit a written version of your grievance to CST, Trevassack Lake, Garras, Helston, TR12 6LH or email to <u>hello@cstexperiences.co.uk</u>. We advise you to do this as soon as possible. No liability will be accepted for any dissatisfaction not notified to us within 28 days of the last date of your course.
- 18. Adventurous activity: We operate all our activities in accordance with the strict regulations set out by the Royal Yachting Association (RYA) (Helford River) and the Adventure Activities Licensing Authority (AALA) (Trevassack Lake & Helford River). All our activities are designed to be safe, challenging and enjoyable. Please be aware that all outdoor/adventurous activities carry an element of risk and in extreme circumstances, a danger of serious injury or death. CST takes responsibility to minimise any risks. By continuing with your booking you are accepting these risks on behalf of the participants.
- **19. Activity Documents:** you can view our full policies, procedures (including our Safeguarding & Child Protection Policy) and participant forms on our website here

If you have any questions or concerns on any aspect, please get in touch via <u>email: hello@cstexperiences.co.uk</u> or telephone us: 01326 702326

Kind regards, The CST Team