

Terms and Conditions for Non Coach-Led Swimming Sessions at Trevassack Lake

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

- 1. **Payment**: A booking is not confirmed until registration and full payment is complete with a 'Paid' invoice issued.
- 2. **Schedule of payments**: Full payment for session is required at time of booking/reservation
- 3. **Admin Fee**: An administration fee is chargeable if you make any change or cancellation to a booking, being £15 or 20% of total (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 honour all bookings. If, for any reason, we do need to cancel a booking, all money received to date will be refunded.

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

- i. > 30 days before the course start date: full refund minus admin fee (paragraph 3)
- ii. 30 < 14 days before the course start date: full refund minus £15 admin fee or 20% of total (whichever is greater)
- iii. 14 < 7 days before the course start date: full refund minus 50% of total booking fee
- iv. < 7 days before the course start date: no refund eligible

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

- 6. **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.

- 7. **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: https://childrenssailingtrust.org.uk/about-cst/covid-19/
 - (NB Change in cancellation policy (para 5) for COVID-19 related reasons for cancellation)
- 8. **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.
- 9. **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 Safety Officer or Lead Lifeguard and will be made on safety grounds. If we cancel or shorten a session, you will be offered a full or partial refund (when the activity has been part used).
- 10. **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 participant, or accompanying visitor agree to abide by the CST Code of Conduct and CST Swimmers Code of Conduct (available to view on the CST website, as detailed in the last point below). In the event of a participant being excluded from the session, or any further sessions, no refunds or compensation will be payable by the CST.
- 11. **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.
- 12. **Supervision:** All U18s remain the responsibility of their parent/guardian even when not on site. All U16s must be accompanied by a responsible adult on site at all times.
- 13. **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.
- 14. **Complaints**: We aim to ensure that all users 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 hello@cstexperiences.co.uk 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 activity.
- 15. **Adventurous activity**: 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.
- **16. Activity Documents: Y**ou can view our full policies, procedures (including our Safeguarding & Child Protection Policy) on our website: https://childrenssailingtrust.org.uk/activity-policies-documents/

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

Kind regards, The CST Team