

ACTION CENTRES UK LTD

Sailing and Paddle Sports Course Booking Terms and Conditions

Version 1.0

These Terms and Conditions apply to all online bookings for sailing, kayaking, canoeing and paddle sports courses operated by Action Centres UK Ltd ("ACUK", "we", "our" or "us").

Please read these Terms carefully before making a booking. By completing a booking, you confirm that you have read, understood and agree to be bound by these Terms and Conditions.

1. Who May Book

Bookings must be made by a parent or legal guardian aged 18 years or over.

Courses are only available to children and young people aged **10 to 17 years inclusive** on the date of attendance.

ACUK reserves the right to refuse participation where the participant does not meet the stated age requirements.

2. Booking and Payment

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

A booking is not confirmed until payment has been successfully processed and a booking confirmation has been issued by ACUK.

Bookings are personal to the participant named in the booking and may not be transferred without ACUK's prior written consent.

3. Consumer Rights and Cooling-Off Period

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, consumers generally have a right to cancel certain online purchases within 14 days.

However, this cancellation right does not apply to bookings for leisure activities where the booking relates to a specific date or period of performance.

As ACUK's sailing and paddle sports courses are leisure activities provided on specific dates, the statutory 14-day cooling-off period does not apply.

By completing a booking, you acknowledge and agree that your booking is for a leisure activity taking place on a specified date and is therefore exempt from the statutory cooling-off period.

4. Customer Cancellations and Refunds

If you cancel your booking more than 48 hours before the scheduled activity start time, ACUK will provide a full refund.

If you cancel within 48 hours of the scheduled activity start time, no refund will be payable.

Failure to attend a booked activity shall be treated as a cancellation within 48 hours and no refund will be payable.

Refunds will be made to the original payment method used at the time of booking.

5. Cancellation by ACUK

ACUK reserves the right to cancel, postpone or amend any activity where necessary for safety, operational or other reasonable reasons including, but not limited to:

- Adverse weather conditions;
- Unsafe water conditions;
- Staff illness;
- Equipment failure;
- Safety concerns; or
- Circumstances beyond ACUK's reasonable control.

Where ACUK cancels an activity before it commences, customers will be offered either:

- A full refund; or
- An alternative date, subject to availability.

ACUK will not be responsible for any travel, accommodation or other consequential costs incurred by customers.

6. Weather Conditions

All activities take place outdoors and may proceed in a range of weather conditions.

The decision as to whether an activity can safely proceed rests solely with ACUK.

Activities may be cancelled, curtailed or modified where weather or environmental conditions create an unacceptable level of risk.

7. Medical Information and Fitness to Participate

A parent or legal guardian must complete all required medical, health and fitness declarations as part of the booking process.

You must accurately disclose any medical condition, injury, allergy, disability, medication or support need that may affect safe participation.

Participants must be physically capable of taking part in the activity booked.

ACUK reserves the right to refuse participation where we reasonably believe participation may present a risk to the participant, other participants or members of staff.

No refund shall be payable where a participant is unable to take part due to inaccurate, incomplete or undisclosed medical information.

8. Equipment

ACUK will provide all boats, kayaks, canoes, paddles, buoyancy aids, helmets and other safety equipment required for participation.

Participants are not permitted to use their own boats, canoes, kayaks, paddleboards, helmets, buoyancy aids or other personal safety equipment.

All participants must wear and use equipment provided by ACUK in accordance with instructor instructions.

9. Behaviour and Conduct

Participants must behave responsibly and follow all instructions issued by ACUK staff.

ACUK reserves the right to remove any participant whose behaviour is unsafe, disruptive, abusive or inappropriate.

Where a participant is removed from an activity due to behaviour or conduct issues, no refund shall be payable.

10. Assumption of Risk and Participant Agreement

Sailing, kayaking, canoeing and paddle sports activities involve inherent risks that cannot be entirely eliminated, even when all reasonable precautions are taken.

Such risks may include slips, trips, falls, immersion in water, collision with objects or other participants, changing weather conditions and other hazards associated with outdoor adventure activities.

By making a booking, you acknowledge that:

- Participation is voluntary;
- Outdoor and water-based activities involve inherent risks;
- You understand and accept those risks on behalf of the participant; and
- The participant must follow all safety instructions provided by ACUK staff.

Attendance is conditional upon acceptance of the separate:

- Assumption of Risk and Participant Agreement.

Failure to complete these documents may result in cancellation of the booking without refund.

Nothing in these Terms and Conditions seeks to exclude or limit liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability which cannot legally be excluded or restricted.

11. Photography and Media Consent

As part of the booking process, parents or guardians will be asked to indicate whether they consent to photography and video recording of the participant.

Where consent is given, photographs and video footage may be used by ACUK for promotional, educational, fundraising and marketing purposes in printed and digital media.

Where consent is not given, ACUK will take reasonable steps to ensure the participant is not knowingly included in promotional imagery.

12. Safety and Instruction

All activities will be delivered by appropriately trained and qualified instructors.

Participants must attend all safety briefings and comply with all instructions issued by instructors and other authorised members of staff.

Failure to follow safety instructions may result in removal from the activity without refund.

13. Liability

ACUK will exercise reasonable care and skill in the provision of all activities and services.

Except where caused by ACUK's negligence, ACUK shall not be liable for loss of, theft of, or damage to personal belongings brought onto the site.

Parents or guardians may be held responsible for any deliberate or negligent damage caused by a participant to ACUK property, equipment or facilities.

14. Data Protection and Privacy

ACUK processes personal information in accordance with applicable UK data protection legislation and our Privacy Policy.

Information provided during the booking process, including medical information, will be used only for legitimate operational, safeguarding, safety, legal and administrative purposes.

Our Privacy Policy explains how personal information is collected, used, stored and protected.

15. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

Any dispute arising from these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Booking Page Declarations

Mandatory Checkbox 1

☐ **I confirm that I am the parent or legal guardian of the participant and am authorised to make this booking.**

Mandatory Checkbox 2

☐ **I have read and agree to the ACUK Sailing and Paddle Sports Course Booking Terms and Conditions.**

Mandatory Checkbox 3

☐ **I understand that this booking is for a leisure activity taking place on a specific date and is therefore exempt from the statutory 14-day cooling-off period.**

Mandatory Checkbox 4

☐ I confirm that all medical, health and fitness information provided is accurate and complete to the best of my knowledge and that I will notify ACUK of any changes before the activity takes place.

Mandatory Checkbox 5

☐ I have read and agree to the ACUK Assumption of Risk and Participant Agreement and understand that participation involves inherent risks which cannot be completely eliminated.

Mandatory Checkbox 6

☐ I have read and agree to the ACUK Participant Code of Conduct.

Mandatory Checkbox 7

☐ I have read and understood the ACUK Privacy Policy and understand how personal information relating to me and the participant will be used.

Photography Consent

☐ I consent to ACUK taking and using photographs and/or video recordings of the participant for promotional, educational, fundraising and marketing purposes.

☐ I do not consent to ACUK taking and using photographs and/or video recordings of the participant for promotional purposes.

Final Checkout Statement

By clicking "Pay Now", I confirm that all information provided is accurate, that I am authorised to make this booking on behalf of the participant, and that I have accepted the Booking Terms and Conditions, Assumption of Risk and Participant Agreement, Participant Code of Conduct and Privacy Policy.