**BENDORAN WATERSPORTS TERMS & CONDITIONS**

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| **Fees**  **Cancellation by You**   * If you need to cancel your booking please contact us as soon as possible * If your cancellation is made more than 7 days before your trip we reserve the right to retain your deposit unless we are able to fill the cancelled place, in which case we will refund any monies paid to us. * If your cancellation is within 7 days of the trip we will retain your deposit. If you had paid in full at the time of booking we will retain 30% of the amount paid and will issue a refund for the remaining amount.   **Cancellation by Bendoran Watersports**   * Bendoran Watersports will endeavour to run all courses as planned. However for operational reasons we may have to cancel/amend your booking. * We cannot predict when the weather will make running a trip unsafe, and whilst we will do our best to give you as much notice as possible, we will generally be unable to give more than 24 hours’ notice of cancellation. We will send notice of cancellation by at least one of the following means – phone, email or text. Please be aware that mobile phone and internet signals are unreliable on Mull/Iona, so although we may send notice of cancellation, you may not receive it immediately. * We cannot be held liable for any expenses beyond the money paid by you to Bendoran Watersports. * In the event of cancellation of any booking by Bendoran Watersports clients will be offered either:   + In the first instance - transfer to any other course/date through booking system or   + if that is not possible - Full refund of the fee paid to Bendoran Watersports;   **General**   * You will be asked to fill in a participation and emergency contact detail form prior to your course starting. * All course participants are strongly advised to take out appropriate cancellation, curtailment and accident insurance. * Damage to Bendoran Watersports property may incur additional charges. * We accept no liability for the consequences of strikes, riots, acts of war or terrorism, disease outbreaks, government intervention, natural disasters or adverse weather conditions. If such occurrences cause us to have to cancel a course or trip we will offer an alternative trip if possible, but accept no liability for return of fees paid prior to cancellation or curtailment. * Making your booking implies that you understand and accept the booking conditions and agree to abide by them.   **Sharing Information**   * We do not sell, rent or lease our customer information to third parties. * We may use photography and video content taken during our courses or activities on our social media sites but only of the event itself or with the consent of the individual.   **Data Protection**   * All personal information provided by participants will be treated in strict confidence and will not be divulged to any third parties   **Safety Policy - working together**   * Outdoor activities, by their nature, contain a degree of hazard and risk and despite the greatest care accidents may still occur. Clients should exercise their common sense and caution to ensure their own safety and comply with all safety measures identified to them by Bendoran watersports * In order to manage the risk, all clients are requested to draw to the attention of the instructor(s) if they are unhappy or feel the activity is beyond their ability.  No client, irrespective of circumstance, is required to undertake any aspect of the expereince and may withdraw from the programme at any time. * In order to facilitate safe practice, would all clients please note that in all circumstances the instructions provided by instructors should be followed. * On rare occasions due to conditions the instructor may decide that to pursue the trip is inappropriate. The management team will support the instructors’ decision and we will work to provide relevant programme in line with the broad aims of the activity. * We reserve the right to modify or cancel advertised activities due to safety considerations or other factors beyond our control * We ask that you disclose any relevant information relating to your health or capabilities on the booking form. All information supplied will be treated sensitively and in strict consideration.  This enables us to make informed decisions around the activity to be undertaken. * Participants are expected to have a realistic level of fitness to participate in their chosen activity. * We reserve the right to refuse to take anyone on a trip who arrives under the influence of alcohol or drugs * If you smoke, please refrain from doing so whilst in the canoe, and do so only on land and when you have removed any items of clothing or safety equipment which have been provided to you by Bendoran Watersports.   **Under 18**   * For U18’s the participation form must be completed and returned by a parent or guardian prior to the course start date or they will not be able to attend. * Unless specifically agreed, the organiser of a booking involving U18’s is fully responsible for those persons at all times including overnights. * Bookings can only be made if you are 18 years old or over. * Bendoran Watersports is licensed by the Adventurous activity licensing Authority under auspices of the Health and Safety Executive   **Insurance**   * Bendoran Watersports is insured for Public Liability * We cannot be held liable for damage or loss of any personal belongings or any injuries sustained by you or any of your party during the activity unless the company can be proven to be negligent in their delivery and operations. * We recommend that you take out suitable travel insurance to cover potential cancellation of your trip or your inability to attend, as well as having suitable cover for loss or damage to personal belongings as we cannot be held responsible for any damage to your times during the trip except through negligence on our behalf. |