



duck-2-water 32 Pacific Close Southampton SO14 3TX | t 02380 339996 | f 02380 634830 | e enquiries@duck-2-water.co.uk | w www.duck-2-water.co.uk

Course Booking Form

Name..... Date of Birth.....
Telephone..... Mobile.....
Address..... Email.....
.....

Course Required

Preferred Dates

.....

Previous Experience / Qualifications

.....

How did you hear of Duck-2-Water?

Next Of Kin Emergency Contact Details

Name..... Telephone.....
Address.....

Medical Declaration

Please list any medical condition for which you are currently receiving treatment or medication, together with any historic condition which you feel may affect you whilst taking part in a course. Please include any condition such as back/spinal injury or condition, epilepsy, disability, giddy spells, asthma, diabetes, angina or any other heart condition, any allergic condition and any addiction or dependency.

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Note- Medical conditions or being in receipt of medication does not automatically exclude anyone from a course. Also any information received will be treated in the strictest confidence.



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Young Persons under 18

All courses are open to young persons over the age of 12, however, consent of their parent or legal guardian must be given.

Signature..... Telephone

Payment

The full course fee is due at the time of booking if the course fee is less than £150 per person or if the course is booked within 6 weeks of commencement of the course. Otherwise a deposit of 50% of the course fee is required at the time of booking and the balance is payable no less than 6 weeks before the commencement of the course.

Full Course fee.....

Deposit enclosed.....

Balance..... Please make cheques payable to Duck-2-Water

Please return this form together with your total course fee. Once received a confirmation letter will be sent confirming your booking and dates of your course.

I have read and agree to be bound to the terms and conditions overleaf. I have listed all the medical conditions which may affect my ability during the course. I understand that Power Boating is a sport and does involve a physical element, and not matter how small an inherent risk. Where existing conditions are present I have undertaken to contact my GP for their advice.

Signature.....

Date.....

Name.....



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Terms of Business

Your place on a course is secured when we receive a completed booking form (one per course participant) and full payment for the course. The full course fee is due at the time of booking if the course fee is less than £1,500 per person or if the course is booked within 8 weeks of commencement of the course. Otherwise a deposit of 50% of the course fee is required at the time of booking and the balance is payable no less than 8 weeks before the commencement of the course.

If a student cancels a course one month or more prior to a course every effort will be made to re-arrange or resell the course. If the course is resold the student is liable to 10% (minimum of £75.00) of the course fee by way of a handling charge. If the course is not resold the full course fee will be lost. If the course is cancelled by the student with less than one months notice the full course fee will be payable. In exceptional cases a refund maybe considered, but the final decision rests with the Principal of Duck-2-Water. Any late or non-payments will be subject to a daily interest charge of 3% above NatWest Bank base rate, plus recovery costs.

Each course requires a minimum number of students to book on the course before it can proceed. Normally this is 3. If the minimum number of students is not met or Duck-2-Water is unable to meet any booking through circumstances beyond its control, the student may be offered another booking at Duck-2-Water's discretion or an alternative booking offered with another company.

If the Duck-2-Water is unable to offer the Student or the Student is unable to accept such an alternative booking, the company will refund any deposit or course fee paid. The Duck-2-Water's liability is limited to this. No responsibility whatsoever will be accepted for client travel, accommodation, air fares or other costs.

In the event of any non performance, partial performance, cancellation, or delay resulting from any action by Duck-2-Water or it's third parties every reasonable effort will be made to continue to perform the booking, however, should this fail and the course is cancelled any liability will be wholly limited to the cost of the course, and where partial performance is an issue this liability will be net of any part or parts of the course already delivered. Every effort will be made to safely deliver courses with due consideration to weather and sea conditions; however it is the instructor's decision alone whether conditions are appropriate to the course being taught and no liability will be accepted in the event of a course being cancelled or delayed whether wholly or partially due to bad weather.

Students must be 12 years or over, there is no upper limit. Any person between 12 and 18 years will require written permission from their parent or legal guardian. All certificates issued to persons under 18 will be endorsed in accordance with RYA guidelines.

Duck-2-Water strongly advises students to obtain their own insurance for sickness, accident, fees, personal effects, non- attendance for whatever reason, course cancellation or any other risk, which the student may envisage as necessary in order to maintain their lifestyle in event of any accident or neglect. No liability is accepted for any property that students may bring with them, including motor vehicles.

By making an enquiry with us, or buying any goods or service from us, you agree to us holding your information on electronic and/or paper file and to us contacting you with future offers, news and product information. You may at any time inform us by email or in writing that you no longer want to hear from us.



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Duck-2-Water will never share your details with anyone else, except the RYA for all centrally held records (unless required to do so by law).

Duck-2-Water maintains its own high standards and those of the RYA, therefore no certificates will automatically issued unless the Principal is satisfied that the agreed assessment criteria has been met. Duck-2-Water's decision is final in these matters.

In the unlikely event that you are unhappy with any part of your course or dealings with us we would like to know. In the first instance tell your instructor or any member of staff as most problems can be resolved while you are on the course. If they can not resolve the problem(s) then you are advised to contact the office and inform the Principal or Office Manager, they can be contacted via the main switchboard phone number.

If the matter is still not resolved then we ask you write to "The Director" at the company head quarters in Southampton within one week of your course ending. Your letter will need to explain what the problem was, who you made aware of the problem, what was done or not done and what you would like done now. Please mark this letter "private and confidential". The Director will normally respond to you within fourteen days.

If you not satisfied with our response then you may of course contact the RYA or any other body you feel is appropriate to your complaint.

Any disputes will be governed by British Law.

Own Boat Tuition / Private Tuition is provided on the following basis:

- The vessel is insured by the owner for loss, damage and legal liability to third parties
- The owner remains the skipper and legally responsible for the safe management of the vessel at all times (including when under tuition) and will not hold the Instructor responsible for any loss or damage.
- The owner undertakes to secure the consent of the insurers to this agreement
- Own boat tuition will only be undertaken on a vessel owned by the person attending the course
- The vessel carries the appropriate level of safety equipment as recommended by the RYA

The instructor remains the skipper of Duck-2-Water vessels and as such decisions and directions from an instructor must be followed at all times, where such instructions are being given on a private vessel it is expected that the same protocol will apply. Any person contravening an instructor or comprising the safety of the vessel or crew in anyway will automatically excluded from the course and if at sea set down at the nearest landing point with no liability for further transport, costs, or reimbursement of fees. Any conflict between an instructor and a skipper on a private vessel is likely to lead to the withdrawal of the instructor with no liability whatsoever.