

Avos Watersports Den Ltd. in conjunction with Jestki Training

Booking Terms and Conditions

We, Avos Watersports Den Ltd. supply a service to you only on the following conditions:-

1. It is a pre-condition of entering into this agreement that you acknowledge the fact that there are inherent dangers involved in water borne activities.
2. Prior to the commencement of the course we will require you to sign an indemnity absolving us and our employees or agents or servants from liability in the event of an accident, injury, damage and/or loss to you or your property. This indemnity is to be found in the declaration on the booking form.
- 3 We will require full payment of the course fee at the time of booking.
4. If you cancel your booking more than 28 days before the commencement date of the course you will be refunded your course fee with a deduction of £60.00 the same being an administrative charge to cover the cancellation.
5. If you cancel your booking within 28 days of the commencement of the course we will not refund you the course fee. However, we will use our best endeavours to try and re-allocate you to a similar course. No guarantee is given. If you are successfully re-allocated to a course you will be charged an additional fee of £25.00.
6. Safety is of paramount importance. You must at all times wear personal buoyancy whilst on the water. Furthermore you agree to comply with all regulations and safety instructions given by us. Failure to do so will lead to your immediate expulsion from the course.
7. We will decide how all of our courses will be run and whether or not you go afloat on the water. Our decision in these matters will be final.
8. In providing a service to you we undertake that we have the necessary expertise to do so. All of our instructors will have the necessary qualifications and competence to conduct the course.
9. We shall not be subject at any time to any directions from you as to the manner in which we shall provide our services to you.
10. You will at all times obey and carry out all lawful commands and instructions given by our instructor in the provision of service. This shall apply whilst you are in one of our crafts or your own or that of a third party.
11. You will observe all requirements, provisions, regulations and orders made by any competent authority relating to or affecting the use of the craft; furthermore you shall inform us when using your craft of any requirement, provision, regulation or order pertaining to the location in which your craft shall be used.
12. You should not cause any disturbance, nuisance or damage to any of our property or that of any third party.
13. All of our crafts are insured against third party liability. We recommend that you take out an insurance policy covering cancellation, damage or loss to property, death or personal injury.
14. We or our employees or agents or servants accept no liability for theft, loss or damage howsoever arising of your property whilst on or off any of our training crafts or in our premises.
15. We do not accept any liability for loss or damage howsoever caused to your craft when same is being used for tuition purposes. We advise that you take out a separate policy of insurance covering all the usual risks.
16. If your own craft is being used for training purposes you must maintain at your own cost a comprehensive policy of insurance covering liability for all usual risks. You will indemnify us against any loss whatsoever and howsoever arising. Furthermore, you agree to produce to us on demand a valid policy of insurance.
17. If death or personal injury is caused by our negligence we will indemnify you. Otherwise our liability is limited to the guarantee in the following clauses.

18. In respect of any other loss:-
18.1 we are not liable;
18.2 you will indemnify us against it; and
18.3 you will insure against it.
19. In respect of any consequential loss;
19.1 we are not liable;
19.2 you will indemnify against it; and
19.3 you will insure against it.
20. You warrant that all representations made by you in the booking form and in any other manner are true and correct.
21. You warrant that you have made full disclosure of all material circumstances and of everything known to you respecting the provision of this service to you or any other transaction which would be likely to influence our decision in providing a service to you.
22. This agreement is personal to you and cannot be assigned without our prior written consent.
23. Any variation of these conditions is invalid unless we accept it in writing, and these conditions will prevail over any you seek to impose.
24. If any of these conditions is held to be invalid or unenforceable that will not affect the validity and enforceability of the rest.
25. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions.
26. You will not hold us liable for any cost incurred by you for failure or delay in providing the service to you due to circumstances beyond our reasonable control. We will use our best endeavours to offer you an alternative booking and this shall remain within our discretion. If we are unable to offer you or if you are unable to accept such alternative booking, then our liability will be limited to refunding you the course fee paid by you.
27. Our dealings with you are governed by English law and come within the jurisdiction of the English Courts.

Avos Watersports Den Ltd.
Registered Company No. 5703938

Now please sign a copy of this form and print one for your own information.

Signed.....

Date.....

Please return with your completed Booking Form and Remittance to:

Avos Watersports Den Ltd.
Leisure Lakes
Mere Brow
Tarleton
Lancashire