

Rapid Skills Coaching & Courses Terms and Conditions:

The following terms and conditions are to ensure effective engagement with the participant and Rapid Skills. Where this document refers to “participant” it means whoever is making the booking with Rapid Skills. Where an individual is booking on behalf of others, the group’s acceptance of these terms and conditions is given through the booking organiser. Activity refers to courses, trips, coaching, training and assessments.

Rapid Skills is a trading name for Joshua Telling.

These terms and conditions have been written with the intention to be clear and understandable. If you have any trouble understanding the document or have any questions or queries regarding its content, please get in touch.

Assumption of risk:

Taking part in any form of paddle sport, safety and rescue and outdoor pursuits involves an element of assumed risk. By participating in this activity, you agree that you will follow all safety instructions given to you by the staff on the course. You also understand that you must take reasonable responsibility for your own safety and that of other participants where appropriate. All reasonable precautions will be undertaken by the staff on the course to keep you safe, but it must be understood that minor injuries can happen as part of these activities. During the activity, it is your responsibility to look after your own personal belongings and your vehicle, Rapid Skills cannot be held responsible for any loss to personal belongings sustained during the course.

Medical:

Any medical condition (and/or medication currently being taken) which affects your daily health and may impact on your involvement in the activity must be disclosed to the lead member of staff running the course, either prior to the activity or at the start of the activity. Should medical information have changed since filling in a booking form the staff must be updated as soon as possible.

These conditions include (but are not limited to) heart conditions, breathing issues, joint problems, vision issues, allergies, asthma, spine/back pain, dizziness and any pre-existing or recent injuries/conditions.

Refusal to engage:

In the interest of your own and the group’s enjoyment and safety, Rapid Skills reserves the right to refuse to engage with a participant where their behaviour, medical condition and/or physical ability may make it unsafe or inappropriate to continue with an activity.

Venues:

We will always aim to choose the best possible venue to operate in, taking into consideration; your needs, the aims of the training and where appropriate the environmental requirement of the award being undertaken. Sometimes these venues may not be safe to operate in (e.g. too high/low water levels) and we may need to change to alternative venue which may require additional transport and journey time. We will do our best to ensure that this has a minimal impact on the course. The situation may also arise where an alternative venue may not be available, in which case the course may be cut short or cancelled in the interest of safety. Where a activity is cancelled due to a suitable venue not being available the course staff will discuss with the participant the best course of action which may involve delivering the course on an alternative date and we will work to re-arrange it at a mutually convenient date to the participant(s), no refunds will be given.

Usage of own kit on courses:

You are responsible for your own kit and equipment during your course/trip, any personal losses to kit and equipment will not be reimbursed by Rapid Skills. You are advised to hold your own insurance for equipment loss/damage.

Usage of kit and equipment provided by Rapid Skills:

Please look after any kit and equipment you are given to use as part of your activity. Should any damages/losses occur out of negligence or lack of care we may seek to recover the cost from either yourself or your group.

Payment of additional fees

Unless stated as part of your course cost, Rapid Skills is not responsible for paying any car park (or parking fine) charges incurred, water access fees or meals. All Rapid Skills prices include the British Canoeing Admin fee in the course price but **do not** include certification fees/registration fees. These will be charged in addition to your activity cost or at the end of the activity on the day, unless they are stated in the original quotation of your activity cost.

Replacement Staff

Courses will be provided by Joshua Telling or Tom Botterill however, in some instances, it may be necessary to use other staff to provide the activity. This may be at the request of the client or due to the need of bringing in a specialist holding technical expertise in a specific field. If at the point of booking an alternative staff member will be required to deliver an activity, you will be made aware of this immediately. If there are unforeseen changes to the staffing on an activity, you will be made aware of this change at the earliest possible opportunity.

Cancellation of Courses:

Due to unforeseen circumstances, it may be necessary to cancel an activity. We will always aim to give you as much notice for this as possible. Where appropriate we may be able to bring in an alternative member of staff to deliver the course or rearrange dates. Any additional costs or losses incurred as part of a cancellation (e.g. transport/accommodation) will not be reimbursed by Rapid Skills.

Participant Cancelling a Booking:

It may be necessary for you to cancel your booking/agreement with Rapid Skills. You must inform us as soon as possible so that alternative arrangements can be made.

When the client cancels the booking the following timescale regarding payment for the booking will be used:

- Cancellation more than 4 weeks before the course date – 50% of cost charged to the participant.
- Cancellation 2 – 4 weeks before the course date - 75% of cost charged to the participant.
- Cancellation less than 2 weeks before the course date - 100% of cost charged to the participant.

If you wish to discuss these cancellation terms, please do this before completing your booking form.

Payment of Adventures and Expeditions:

Deposits for any of our adventures and expeditions are non-refundable.

Once you have paid the deposit for the adventure or expedition and have received a confirmation email from us, you can pay off any remaining balance at any time. Full payment must be made 8 weeks before the trip start date.

Payment of Invoice:

If we have agreed to invoice you (or your organisation) following delivery of the course, the standard terms for an invoice is 7 days from when it is sent to you (unless an alternative timescale has been agreed prior). If you are unable to pay an invoice on time, please contact us as soon as possible to discuss the matter.

Complaints and Appeals:

We will always do what is possible to ensure that you have the best experience during your activity with Rapid Skills however, should you have an issue regarding your level of service you expect, please contact us as soon as possible and we will do our best to resolve the issue.

During formal assessments, it is possible that you may wish to appeal a decision given. Should this be the case you will be directed to the relevant appeals procedure for the activity you are involved with. If you do need to do this, please contact us as soon as possible and we will do our best to resolve the issue.

Photos/Videos:

Occasionally, we may take photos/videos for marketing purposes. If you do not wish for this to happen, please make a member of staff aware prior to starting the course.

GDPR:

Any information we collect will be held on our secure password protected system or in secure storage if its in paper form. This will be kept for as long as required, after which the information will be delated. We will never sell your personal information to anyone.

By completing the booking form and payment/deposit, it will be taken that these terms and conditions have been read and agreed.

BOOKING TERMS AND CONDITIONS FOR ADVENTURES AND EXPEDITIONS WITH JOSHUA TELLING T/A RAPID SKILLS.

By booking on to one of our adventures or expeditions with us you agree to the following terms and conditions.

ASSUMPTION OF RISK:

Taking part in any form of paddle sport, safety and rescue and outdoor pursuits involves an element of assumed risk. By participating in this activity, you agree that you will follow all safety instructions given to you by the staff on the course. You also understand that you must take reasonable responsibility for your own safety and that of other participants where appropriate. All reasonable precautions will be undertaken by the staff on the trip to keep you safe, but it must be understood that minor injuries can happen as part of these activities. During the trip, it is your responsibility to look after your own personal belongings and your vehicle, Rapid Skills cannot be held responsible for any loss to personal belongings sustained during the trip.

MEDICAL:

Any medical condition (and/or medication currently being taken) which affects your daily health and may impact on your involvement in the activity must be disclosed at the time of your booking. Should medical information have changed since filling in a booking form this must be updated as soon as possible by contacting us. These conditions include (but are not limited to) heart conditions, breathing issues, joint problems, vision issues, allergies, asthma, spine/back pain, dizziness and any pre-existing or recent injuries/conditions.

PAYMENT OF ADVENTURES AND EXPEDITIONS:

Deposits for any of our adventures and expeditions are non-refundable. Once you have paid the deposit for the adventure or expedition and have received a confirmation email from us, you can pay off any remaining balance at any time.

Full payment must be made 8 weeks before the trip start date.

CANCELLATION FEES

We understand that things crop up and you may need to cancel:

The cancellation will only be effective from the date that the cancellation is received in writing by email to info@rapidskills.co.uk.

Cancellation charges will be payable as follows:

- Cancellation fee of 100% is charged if cancelled 44 days or less before the trip.
- Cancellation fee of 50% is charged if cancelled 45 days or more before the trip.

CANCELLATIONS DUE TO COVID

If you are unable to attend because you have tested positive, our normal cancellation policies apply as above.

You are strongly advised to have the appropriate travel insurance at the time of booking.

Refunds are not available in all instances of cancellation due to injury or illness including Covid-19.

INSURANCE

We recommend all guests have appropriate travel insurance that protects them for cancellation and Covid-19 as required to entry to countries. We can't advise on insurance, but you'll find lots of information here:

<https://www.moneysavingexpert.com/insurance/uk-travel-insurance/>

You must take out suitable insurance for all your needs before you travel. We cannot be held responsible for any costs you may incur as a result of failing to do so.

Rapid Skills holds industry leading public liability Insurance exceeding the standard required by UK law which covers our worldwide operation. Your travel insurance is in addition to this cover.

If you take part in activities whilst on holiday that have been organised and arranged independently of us, participation is at your own risk and it is your responsibility to ensure that you have obtained the relevant insurance.

CANCELLATIONS BY US

Minimum numbers

Each trip has a set minimum number, you'll find this on the booking page of your trip. Our trips are normally fully booked, however if we do not reach minimum numbers we may be required to cancel your trip.

If we do not meet the minimum numbers 1 month before the start of your trip, we will cancel your trip and refund your booking.

If we are required to cancel we will not be responsible for any costs incurred from travel arrangements, accommodation etc. We recommend that you book flexible travel options and have appropriate travel insurance. Our guides are faced by this same problem and we are happy to notify you when we book their travel.

Adverse Weather

With all trips, we need to remain flexible and adaptable. We will strive to stick to our itineraries provided at the time of booking, however we may be required to make changes to the itinerary to accommodate the weather conditions. No refunds or rescheduling will be offered for changes to the itinerary.

Whilst we can plan and prepare for many things, operating in this type of environment is always weather dependant. We will monitor the weather leading up to the start of the journey and during. We will not start the journey if we feel the weather will be too challenging for the group's ability or unsafe. Where options are available these will be discussed to gain a group decision. In this instance we will use our extensive local knowledge to ensure we get on the water each day. We will camp in rain or shine, however in the unlikely event it is unsafe to do so, we will arrange bunk house accommodation, this could be an additional cost of £30 a night.

If during the trip we are required to cancel your trip due to unsafe weather conditions, we will look to reschedule or resume the trip at later date.

If we are required to cancel due to weather, we will not be responsible for any costs incurred from travel arrangements, other accommodation etc.

TRIP PRICE

We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the final price of the trip at the point of booking. There will be no increase of the trip price once booked without prior approval from the clients or group.

Prices are subject to currency conversion rates, the final balance payable will be based on the currency conversion rate at the time your final payment.

USAGE OF OWN KIT ON TRIPS:

You are responsible for your own kit and equipment during your trip, any personal losses to kit and equipment will not be reimbursed by Rapid Skills. You are advised to hold your own insurance for equipment loss/damage.

USAGE OF KIT AND EQUIPMENT PROVIDED BY RAPID SKILLS:

Please look after any kit and equipment you are given to use as part of your activity as if it was your own. Should any excessive damages/losses occur out of negligence or lack of care we may seek to recover the cost from either yourself or your group.

OUR WEBSITE AND ADVERTISING

The information contained in our website and advertising material is our responsibility and to the best of our knowledge and belief it is correct at the time of publication. Occasionally errors may occur and information may change and you must therefore check all the details of your travel arrangements at the time of booking.

YOUR RESPONSIBILITIES AND BEHAVIOUR

You are also responsible for the behaviour of yourself and other members of your party. As part of your booking with us, you are accepting liability for any loss or damage caused by you or any member of your party during your trip. Payment for any loss or damage must be made to us at the time that it occurs or as soon as is reasonably practicable thereafter.

We cannot be held responsible for the actions or behaviour of other guests on the trip.

TRAVELLING TO YOUR TRIP

We are not responsible for how you arrive at the starting point or trip location. We will provide information regarding how to get there, however it is your responsibility to research and make your own travel arrangements. We are always happy to share our experience and top tips but this should only be taken as advise and not instruction, choosing to follow this is entirely at your own risk.

With your permission we will connect you with other guests joining your trip, to see if you can arrange your travel together. You take full responsibility for your own travel plans.

If you choose to share cars with other guests whilst on a trip, Rapid Skills is in no way responsible for any risk, injury or death occurred through car sharing.

PHOTOS/VIDEOS:

Occasionally, we may take photos/videos for marketing purposes. If you do not wish for this to happen, please make a member of staff aware prior to starting the trip.

FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure".

Force Majeure means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it

impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or concerned control.

DATA PROTECTION

Information about you or members of your party, including your names, contact and details and any special needs, disabilities, dietary requirements collected by us when you request information or making a booking with us. We may disclose this information to our staff and providers for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. On occasions, it may be mandatory for us to disclose information for security and terrorism purposes and any other purpose imposed upon us by governments or other regulatory authorities. We may use your information for the purposes set out in our Data Protection Registration with the Office of the Information Commissioner. We may disclose this information to companies which act as data processors on our behalf. Some information, for example relating to your religion or health, may be “sensitive personal data” within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree with our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling.

LAW AND JURISDICTION

These Booking Terms and Conditions are governed by English Law with any action arising out of it being subject to the exclusive jurisdiction of the courts of England and Wales.