



## **Terms and Conditions for Booking OYT South shore based courses**

These Terms and Conditions apply to all contracts for Ocean Youth Trust South (“OYT South”) shore based courses including those offered online.

### **1.0 Bookings and Payments**

1.1 The posting of a signed application to OYT South or a telephone booking or an email booking or an online booking or a booking made in person followed by a verbal acceptance, or an acceptance letter or email sent by OYT South forms the basis of a contract.

1.2 You can only participate in course when you have paid in full. OYT South will not normally accept deposits for shore based courses but this may be agreed in writing in exceptional circumstances.

1.3 Full fees must be made (and cleared with our bank) by the date we have advertised or notified you they must be paid. Unless otherwise notified by us in writing this will be at the time of booking. If full payment is not made on this date then OYT South reserves the right to re-sell your place and you will forfeit your place and monies paid.

### **2.0 Cancellation by the Customer**

2.1 Cancellations by a customer will not entitle them to a refund of any fees paid, whether this be a deposit or in full. However, if OYT South succeeds in filling all places on a course, and replaces a cancellation at a full or discounted rate, we will refund this rate to the original customer.

### **3.0 Cancellation by OYT South or changes to the programme**

3.1 OYT South reserves the right to cancel any booking at any time. In the unlikely event of this happening, we will offer a full refund of course fees. We will not be liable for any other costs that you may incur.

3.2 OYT South reserves the right to make changes to the advertised programme.

### **4.0 Certification**

4.1 We provide all the necessary coaching, but as with all training courses and exams, we cannot guarantee that you will pass. The decision of your Instructor or Assessor is final. For externally moderated exams, an appeals process is in place at the RYA.

4.2 Certification is included for most courses, though exam / licence fees may apply - e.g. for the SRC examination. Please check with us for the latest fees.

### **5.0 General**

5.1 All online courses should be completed within 18 months from the date we notify you that your online course has been set up. Thereafter we will cancel your course. No refund will be due of any course fees.

5.1 OYT South reserves the right to terminate your course at any time if your behaviour is unacceptable. In this instance, we have no obligation to pay for any return travel costs or to refund any monies paid to us.

5.2 OYT South is not responsible for any loss or damage to your personal possessions while you are with us.

5.3 We reserve the right to vary these terms.

## **6.0 Photography**

From time to time our staff and agents will take images or video footage of our courses. These photographs and moving images can be used by us for advertisements, marketing, leaflets, education, training, fundraising and publicity purposes. If you would prefer that we did not photograph or film you, please let us know before the course starts or tell your Instructor at the welcome briefing and we will ensure you are not filmed or photographed by us.

## **7.0 Marketing**

7.1 By submitting a Booking Form, you agree we may from time to time contact you by post or email with information on goods and services, brochures, forthcoming events, competitions or for fundraising purposes.

7.2 OYT South does not provide its lists of names and addresses to anyone else for marketing purposes.

7.3 If you are on the OYT South mailing list, but no longer wish to receive information and/or material from OYT South, please write to us at our registered office or email us on [office@oytsouth.org](mailto:office@oytsouth.org)

## **8.0 Complaints procedure**

8.1 OYT South aims to ensure that all complaints are properly investigated and dealt with as quickly as possible in an appropriate and fair manner.

8.2 In the unlikely event that you are unhappy with any part of your course or dealings with us, we do need to know. In the first instance, tell your instructor or any member of staff, as many problems can be resolved while you are on the course. If they cannot resolve the problem then you are advised to contact the office and inform the Chief Executive

8.3 Procedure if the complaint cannot satisfactorily be resolved by the Chief Executive:

A complainant who is not satisfied with the results of a complaint to the Chief Executive, or who has a complaint about the Chief Executive, may request a formal investigation by the charity. They must put the complaint in writing to the Chairman, who will appoint a Complaints Panel of at least three people, not including the Chief Executive. They must investigate the complaint and report back to the Chairman within 28 days. The Chairman is responsible for reporting back to the Board of Trustees, who should decide on appropriate action on the basis of the report. This decision will be final.

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



## **Ocean Youth Trust South**

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