

## 2026 Terms and Conditions

Stranraer Water Sports Association hereby abbreviated to SWSA

### **Prices**

All activity prices are subject to change. Full payment for any activity is required at the time of booking. Once you have made your booking and paid a fee the price will not normally be subject to any change (invoice errors or omissions excepted).

In circumstance where SWSA decides to accept a booking with no payment or part payment, then the balance of the price of the activity must be paid at least 4 weeks before the activity commencement date. If the balance is not paid in time, we may cancel your booked activity and retain your deposit.

### **Cancellation and Refund policy**

SWSA will make every reasonable attempt to ensure a booking can be honoured. In the event of cancellation SWSA will make efforts to contact booked parties as soon as possible and a full refund/re-booking can be arranged.

### *Lack of Participants*

In the event that a session does not meet the minimum participant numbers as listed below, SWSA withholds the rights to cancel any session, offer a replacement session, or refund will be offered: Tasters/Intros/Social /Adventures / Courses – require a minimum of 2 participants.

### *Factors out with SWSA control*

If SWSA is required to cancel a session or course due to; Poor weather conditions (restricting delivery of safe water sports opportunities), staff illness or equipment damage a full refund/re-scheduled session/voucher of an equivalent amount will be offered.

### *Adverse weather conditions – sessions for under 18's*

In the event of poor weather conditions, which are restricting the delivery of safe water sports opportunities, for any activities planned for our under 18's participants, SWSA staff will contact the participants with alternative options.

### *Cancellation by participant*

If unable to attend a booked session, SWSA request that the participant gets in contact as soon as is possible and are liable to the following charges

- Cancellation more than a week before the booked session – Full Refund (no charge)
- Cancellation less a week before the booked session – 50% Refund of Booking Fee (50% charge)
- Cancellation less than 48 hours before the booked session – No Refund (Full Charge)
- Please note that all charges and refunds are at the discretion of SWSA and will be dealt with on a case by case basis.

### **Safety & Circumstances beyond our control**

As with other activity-based experiences, water sports activities contain an element of risk. It must be understood that your participation in these activities is your decision and at your risk.

The activity leader and Chief Instructor have primary responsibility for the safety of the guests, staff, volunteers and crafts at all times and his/her decision is final.

If any member of your party commits an illegal or potentially dangerous act including carrying or taking of drugs during or before an activity, is under the influence of alcohol, persistently disregards the instructions of the activity leader or Chief Instructor, or is disruptive or exhibits difficult behaviour, the activity leader and Chief Instructor reserve the right to terminate such persons' participation in the activity with no responsibility to them. In such an event there will be no right to any refund and we reserve the right to make a claim for costs and losses incurred.

SWSA reserves the right to decline participation in any activity they provide.

SWSA reserves the right to turn down participants if they are unable to participate in their activity due to certain medical conditions, notably those that pose a risk to the participants health while involved in an activity with SWSA.

SWSA has the right to permanently refuse services provided if the participant has repeatedly proven that they do not follow SWSA guidelines set prior to sessions.

### **Photography / Video Policy**

Stranraer Water Sports Association recognises the need to ensure the safety and welfare of children and vulnerable adults taking part in water sport's activities.

In accordance with the SWSA Safeguarding Policy we will not arrange for photographs, video or other images to be taken without the consent of the parents/guardians/carers of children or vulnerable adults.

SWSA follow the guidance for the use of images, a copy of which is available from the SWSA Safeguarding Officer. A copy of the Safeguarding Policy can be found on the associations website: <https://stranraerwatersports.com/policies>

SWSA will take all steps to ensure that images are used solely for the purposes for which they are intended. If you become aware that images are being used inappropriately you should inform the SWSA Safeguarding Officer or a member of the committee. Any unnecessary or retained imagery will be disposed of in accordance with the DPA (1998).

All participants, over the age of 8 years, will be requested to consent to the use of photo and/or video images taken when taking part in SWSA activities. For any participant under the age of 18 years, an appropriate adult, carer or guardian, is required to give consent.

Members of SWSA will have completed the necessary consent forms for use of photo and/or video images at the time of their membership application. For any participant under the age of 18 years, an appropriate adult, carer or guardian, is required to give consent.

If you wish to withdraw your consent or give consent at any time, please contact a staff member of SWSA, by submitting the request in writing to be sent to: [info@stranraerwatersports.com](mailto:info@stranraerwatersports.com)

### **Damage or Loss**

SWSA is under no liability whatsoever in respect of loss or damage to personal property, however caused. SWSA is not responsible for any repairs or replacements of equipment which may be needed from damage caused during your session on the water. We recommend that you take out appropriate insurance cover yourselves for such uninsured losses.

Should damage or loss to vessels, persons or equipment be caused as a result of wilful damage or gross negligence by a customer, a customer under the influence of alcohol or drugs or as a result of refusal or failure to obey instructions given by our staff, then he or she will be liable for the full amount of repair or replacement and any resulting costs. The course/event leader reserves the right to terminate the course/event. Adults will at all times be responsible for minors in their charge. Our vessels and crew are fully insured. Our policy provides full cover for the equipment and vessels and third-party liability cover for your course/event leader and crew. However we cannot be held responsible for any loss or damage to any person caused other than through our negligence or breach of contract.

Any items left on SWSA premises is done so at the owners risk. SWSA does not take any liability for this.

### **Gift Vouchers**

- Gift vouchers expire 365 days from the date of purchase. The activity you wish to book must fall within this period.
- Each voucher has a voucher code which may only be used once. Attempting to make a purchase with a non-existent, expired, or redeemed voucher is not permitted.
- Our gift course vouchers are non-transferable. This means you cannot change the course gifted once the purchase has been made or use the value of the gifted course for any other products. You may also not transfer ownership of the voucher to a third party.
- Gift purchases cannot be used in conjunction with any other offer or promotion.
- Gift vouchers can be redeemed against the activity named on the voucher.

### **Complaints/Feedback Process**

In the unlikely situation that you feel a complaint is needed, then please follow the below procedure;

1. Speak to the instructor who is involved in the complaint. If the outcome is not satisfactory to the customer, alternatively;
2. The Chief Instructor will arrange to speak to you privately. If the outcome is still not satisfactory to the customer, then/alternatively;
3. SWSA Board member is not involved with the day to day running of the business so may not be available on the day but will arrange a suitable time and date to discuss concerns to reach an agreeable conclusion for both parties.

To provide any feedback to SWSA please get in contact, we store all feedback anonymously and is strictly used to improve the centre and to provide feedback to our funding partners.

### **Data Protection**

We follow GDPR and as such, retain participant data for 6 + 1 years. We do not use personal data for any other purpose than is reasonable within the scope of the provision of the water sports association. For further information about our data protection policy please contact SWSA.

### **Safeguarding**

In the event of a safeguarding concern at SWSA, staff at the association will follow the training that they have undergone and will follow guidelines set out in SWSA's safeguarding policy. To view this in full, please contact SWSA, or head to the associations website: <https://stranraerwatersports.com/policies>

### **Consent/Booking Forms**

To provide safe experiences, SWSA is required by The Health and Safety Executive (HSE) to obtain the consent of a legal guardian for any participant under the age of 18.

All participants, aged 8 years and over, are asked to provide medical information to ensure that SWSA staff can treat injuries or accidents in a way that keeps the participant safe, this information will also help the staff at SWSA to optimise participant satisfaction during their time with the centre.

When applying for a Membership with SWSA, all new members are requested to sign a consent form, agree with our video/photograph policy and provide any medical information. This information will be kept on record for the duration of the 1-year membership. If there are any changes since the time of completing the membership application, members are required to submit a request of change in writing, to be send to [info@stranraerwatersports.com](mailto:info@stranraerwatersports.com)

All participants at SWSA must be over the age of 8.

### **Boat Storage**

SWSA offers limited boat storage within the compound.

Payment is within line with the annual membership fee.

The owner needs to provide proof of insurance.

The owner is responsible for ensuring the boat is secure

SWSA has the rights to impound the boat and suspend membership if fees are not paid.