

# Ouse on Board

## Terms and Conditions of Training

These terms and conditions set out the entire agreement between Ouse on Board (hereinafter known as 'OOB') and the Student as specified on the Booking Form. No officer or volunteer of OOB is entitled to verbally amend these conditions: any amendment must be in writing and signed by the Chair of OOB and the Student.

### DEFINITIONS

OOB	Ouse on Board. Registered address, 153 Main Street, Witchford, Ely, Cambs, CB6 2HP. Operating from permanent mooring at Upware Environment Agency Moorings, Commissioners Drain (Burwell Lode), CB75YQ OOB
Instructor	A person who is qualified to RYA standards to instruct at inland waterways level.
Student	All those persons undergoing training with Ouse on Board.

### 1. RESERVATION OF TRAINING

This contract of hire comes into effect only after: OOB's booking Form has been signed by the Student and returned to OOB, the course fee has been received, OOB has confirmed the booking and issued a booking reference. Failure to pay the course fee may result in the date being given to someone else.

### 2. PAYMENT

The balance of money becomes due prior to the training period. It is the responsibility of the Student to ensure that such balance is paid, failing to do so could result in the loss of reservation.

- a. No training will commence until all money owed to OOB by the Student has been paid.
- b. Cancellation within 14 days of the course from the Student will result in no refund without good reason. OOB shall determine what a good reason is.
- c. Students may, at the agreement of OOB move their date onto another course if there is availability for no extra charge. This may only be done once and in doing so will forgo the 14 day cancellation period (The original date still stands for cancelling)
- d. If OOB has to cancel the course due to weather or other unforeseen circumstances, a full refund or change of date will be offered.

### 3. Training

a. Training will take place on board our own vessel Ouse on Board? Based at Upware and using the facilities in the local area. For training on board your own or another boat please see the "Own Boat" section at the end of these terms.

b. Training will take place over 2 days, covering all the required elements of the qualification. 90% of the training will be practical. At the end of the second day Students will be expected to carry out various manoeuvres without the aid of the instructor.

c. Upon completion of the training, feedback will be given and a decision made on whether the Student has completed the training successfully or not. OOB reserve the right to invite students back for further training if they do not quite meet the required standard for the qualification.

#### **4. Qualification**

OOB make no promises that a qualification will be gained after completing our course. The training OOB provide will be to the level the Student has paid for. Additional tips and tricks may be given by the instructor on the day but overloading the Student will not happen. There will be ample time on the course for the Student to complete the skills required for the relevant qualification. OOB will fill in the necessary paperwork and complete the administration required for the qualification.

#### **5. ACCOMMODATION**

Our boat is not available for overnight accommodation during the course. Students who travel from a long distance will be responsible for finding and sorting their own accommodation.

#### **6. GENERALLY**

a. The Student must behave at all times with due consideration for other waterway users and local residents. Local waterway rules and regulations must be observed at all times, a copy of which can be found on board if required. These will be explained to you during your course.

b. The boat must be operated in accordance with the Boat Operator's Manual, a copy of which can be found on board if required.

c. The Boat must be kept in a clean and sanitary condition. Rubbish must be stored in the bins provided and disposed of at refuse disposal locations (see map) and at the end of the course.

d. Smoking is not permitted at any time on the boat. The use of any item or device with a naked flame is not permitted with the exception of the permanently installed appliances.

e. Cutlery, crockery and cooking utensils will be provided but not bedding, pillows or towels.

f. Students shall provide their own food. Tea and coffee facilities will be provided by OOB.

g. Courses will be run in accordance with OOB's Operating Procedures.

## **9. INSURANCE**

a. The Instructor is responsible for the boat during the training period.

b. The Instructor will always be available to take control of the boat or offer advice in a situation which seems to be going wrong. Under *normal* circumstances the Students will not be liable for any damage.

c. It is the responsibility of the Student to take out any additional insurance that may be required when not covered by OOB.

d. OOB does not take responsibility for personal possessions which get lost, damaged or wet.

## **11. CURTAILMENT**

The Instructor will make their own enquiries of any planned canal works or closures that might affect the proposed training route for example

<https://www.gov.uk/guidance/anglian-waterways-river-conditions-closures-and-restrictions>. If any closures prevent normal training the location or date may be changed with as much notice given as possible but emergency closures could prevent this. This includes river closures due to strong stream advice or river levels being higher than usual (In flood).

## **12. DATA PROTECTION**

We will hold your booking information for 5 years for use in statistics and marketing and legal use. If you wish to be removed from our Database please inform OOB. The handling and collection of any personal customer data is processed with local law and is not sold to third parties.

If after your training you would like to know more about working with OOB then please let us know. We are always looking for volunteer skippers.

## **13. OWN BOAT TUITION**

Working with CHB Marine we can carry out training on your own craft (Narrowboat or River Cruiser) please see [www.CHBMarine.co.uk](http://www.CHBMarine.co.uk) for more information.