

Terms & conditions

Our terms and conditions of business are aimed at protecting both parties and ensuring our relationship with our customers is clear. Please, however just give us a phone or email if you have an issue, so that it can be resolved quickly and satisfactorily.

Booking

- a. All bookings are made with SeaMotion Ltd, and are not deemed to be a contract until full payment is made.
- b. The contract will be subject to these booking conditions which are governed by Scottish Law.
- c. If booking is made by telephone or internet, then it is understood that the customer has read and accepts these booking conditions, which are clearly displayed on our website and booking forms.
- d. SeaMotion reserves the right to change prices as necessary.
- e. Privacy policy – we do not store card details if you pay by credit or debit card.

Cancellation by SeaMotion

- a. SeaMotion has a responsibility to deliver a safe and professional product. Circumstances outside our control (eg. weather) may affect this and we reserve the right to cancel or modify the product being offered as we feel necessary.
- b. If we cancel or modify a course at any point then we will offer you an alternative course, or a full refund.

Cancellation by you

- a. If you cancel up to 4 weeks before the course, then you will receive a full refund.
- b. With less than 4 weeks notice then there is a full course fee payable. However, we will endeavor to fill the space, and if we manage to do so, will give you a full refund.

RYA courses

- a. The issue of certificates is based strictly on RYA guidelines. Certificates will not be issued, if in the opinion of the instructor, the customer has not reached the necessary standard. In these circumstances the instructor will work with the customer to develop an action plan to achieve the award in the future.

Own boat tuition

- a. The customer will ensure their boat is in an appropriate state for the course, and meets the minimum requirements stipulated by the MCA and RYA. All equipment should also have been serviced in accordance with these requirements (eg. Lifejackets, fire extinguishers etc). SeaMotion undertakes to communicate these requirements to the customer at time of booking.
- b. The customer will remain the skipper, and responsible for the safe management of the vessel at all times (including when under tuition), and will not hold the company responsible for any loss or damage. They undertake to ensure that their insurers consent to this.

Safety

- a. Whilst SeaMotion takes all reasonable precautions to prevent accidents and injury, the customer acknowledges that these activities participated in carry a risk of accident and injury. Customers should ensure they are capable of taking part in a days physical activity.
- b. In the interests of safety customers must abide by the decisions of the skipper.
- c. It is the responsibility of customers to inform SeaMotion of any medical conditions or medication being taken that may affect their performance.
- d. SeaMotion reserves the right to ask a customer to leave a course if their continued participation jeopardises the safety or enjoyment of other course members, or if it is suspected they are under the influence of alcohol or drugs.
- e. It is the responsibility of the customer to wear appropriate clothing, including full waterproofs and non slip footwear.
- f. SeaMotion is not liable for any loss, injury, accident or damage that may arise through the normal participation in activities. It is the responsibility of the individual to ensure they are adequately insured for activities participated in.

Safeguarding

- a. Seamotion acknowledges the duty of care to safeguard and promote the welfare of children and adults at risk, and is committed to ensuring safeguarding practice reflects statutory responsibilities, government guidance and complies with best practice and the requirements of the Royal Yachting Association (RYA).
- b. Our full safeguarding policy can be found on our website in FAQ's.

Complaints

- a. If a customer is dissatisfied with any aspect of the service, then initially this should be discussed as soon as possible with the instructor, so that all efforts can be made to resolve the problem immediately.
- b. If this is not possible then full details should be sent to SeaMotion within 14 days.
- c. If this does not resolve the complaint then the customer should contact the Royal Yachting Association (RYA)

Use of materials and information

- a. SeaMotion reserves the right to use any photograph or video taken during normal operations, without obtaining further consent from a customer, for use in marketing materials.
- b. Under Article 6(1) (c) of the General Data Protection Regulations, Seamotion collects and processes data as it is necessary for compliance with a legal obligation. We take advice from the Information Commissioners Office (ICO) and the Royal Yachting Association (RYA) regarding our legal responsibilities. Our full privacy policy can be found on our website in FAQ's.

SeaMotion Limited is registered in Scotland. Company registration no. 300202

Registered Office: Shoreside, Balmeanach, The Braes, Portree IV51 9NH