



**Chris Brain Coaching  
Terms and Conditions**

## **Terms and Conditions**

The following terms and conditions are to ensure effective engagement with the client and Chris Brain Coaching. Where this document refers to "the client(s)" it means whoever is making the booking with Chris Brain Coaching.

These terms and conditions have been written with the intention to be as clear as possible. 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 paddlesport, safety and rescue and outdoor pursuits involves an element of assumed risk. By participating in this course/training/coaching 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 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 course training/coaching, it is your responsibility to look after your own personal belongings and your vehicle, Chris Brain Coaching cannot be held responsible for any loss to personal belongings sustained during the course. Any medical conditions must be declared on the booking form and any changes to this declaration must be passed onto the course staff prior to the course starting. You are advised to hold your own insurance for personal injury and third party liability.

### **Disclosure of medical**

Any medical condition (and/or medication being currently taken) which affects your daily health and may impact on your involvement in the activity must be disclosed to the lead member of staff on the course, either prior to the activity or at the start of the course/training/coaching. Should medical information have changed since filling in the 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, Chris Brain Coaching reserves the right to refuse to engage with a client where their behaviour, medical condition and/or physical ability may make it unsafe or inappropriate to continue with an activity. In the interest of safety we also reserve the right to refuse to engage with a client where the kit and equipment that they present with on a course/session/activity is not at the appropriate standard. Where possible an alternative activity/solution will be offered to the problem if it is reasonable to do so.

### **Venues used**

We will always aim to choose the best possible venue to operate in, considering 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 venues 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 course/session is cancelled due to a suitable venue not being available the course staff will discuss with the client the best course of action which may involve delivering the course on an alternative date or a refund being given for any training which could not take place.

### **Losses to Client Equipment**

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

### **Usage of kit and equipment provided**

Please look after any kit and equipment you are given to use as part of your course/training. 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 expressly included as part of your course cost Chris Brain Coaching is not responsible for paying any car park (or parking fine) charges incurred, water access fees, venue fees or meals. For some courses, there are certification/registration fees which will be charged in addition to your course cost (usually payable on the day) unless they are expressly included in the original quotation of your course cost.

### **Replacement staff**

In some instances, it may be necessary to use other staff to provide the training/course. This may be at the request of the client or due to the need to bring in a specialist holding technical expertise in a specific field. Where it is known at the point of booking that alternative staff will be required to deliver a course/training (e.g. Chris Brain unavailable) you will be made aware of this immediately. If there are unforeseen changes to the staffing on a course/training you will be made aware of this change at the earliest possible opportunity.

### **Reserving a place on a public/open course**

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Unless agreed prior to your booking, once you have completed a booking/registration form you need to arrange payment for your course. A non-refundable deposit of 25% of the course cost is required at the time of booking, with 50% being payable a minimum of 4 weeks before and 100% being payable a minimum of 2 weeks before the course date. If these payment terms are an issue (or a barrier to your participation) please get in touch prior to making your booking.

### **Cancellation of Courses**

Due to unforeseen circumstances, it may be necessary to cancel a course/training/session. 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, rearrange dates or offer a refund. Any additional costs or losses incurred as part of a cancellation (e.g. transport/accommodation) will not be reimbursed by Chris Brain Coaching. You are advised to hold your own insurance for losses due to cancellation.

### **Cancellation of Courses Due to Environmental Conditions**

For some training and assessment courses there is a minimum environmental requirement set by the awarding body. Should the required environmental remit not be present, it may be required to cancel/postpone the course if an alternative venue cannot be found within the required time constraints. You will be made aware of the environmental requirements for your course at the time of booking

### **Client Cancelling a Booking**

It may be necessary for you to cancel your booking/agreement with Chris Brain Coaching. 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 - No cost incurred to the client  
cancellation 2 – 4 weeks before the course date - 50% of cost charged to the client  
cancellation less than 2 weeks before the course date - 100% of cost charged client

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

### **Payment of Invoices**

If we have agreed to invoice you (or your organisation) following delivery of the course, the standard terms for an invoice is 30 days from when it is sent to you (unless an alternative timescale has been agreed prior). Be advised that if an invoice becomes overdue it may be necessary for us to charge a payment recovery fee and interest on the owed amount as set out by

<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

We will contact you in advance of applying these late payment charges to see if an agreement can be found as to when the invoice will be paid. If you will be 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 course/training with Chris Brain Coaching. Should you have an issue regarding the level of service you have received or if your expectations are not met during your course/assessment, 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 course or training 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.

**Before engaging in any activity/course/training with Chris Brain Coaching please ensure you have read and agree to these terms and conditions. Should you need to discuss anything with us further please do so as soon as possible.**

