



Terms and Conditions of Own Boat Training

These terms and conditions set out the entire agreement between CHB Marine and the Student as specified on the Booking Form for own boat training.

DEFINITIONS

CHB Marine	Registered address, 153 Main Street, Witchford, Ely, Cambs, CB6 2HP. Carrying out training on board peoples private vessels and providing Engine Maintenance training at above address. Operating along side Ouse On Board to provide RYA Qualifications.
CHB Marine Instructor	A person who is qualified to RYA standards to instruct at inland waterways level.
Student	All those persons undergoing training with CHB Marine.
Own Boat	A boat belonging to or used by the student which is not a CHB Marine vessel.

1. RESERVATION OF TRAINING

This contract of hire comes into effect only after: CHB Marines booking Form has been signed by the Student and returned to CHB Marine, payment has been received, CHB Marine has confirmed the booking and issued a booking reference.

2. PAYMENT

The balance of money becomes due 14 days 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 CHB Marine by the Student has been paid.
- b. If the Student cancels Before 14 days of the commencement of the course then the course fee will be refunded.

- c. Cancellation within 14 days of the course from the Student will result in no refund without good reason. CHB Marine shall determine what a good reason is.
- d. If CHB Marine has to cancel the course due to weather or other unforeseen circumstances, a full refund or change of date will be offered.
- e. If the student wishes to re-schedule the course date due to reasons such as illness, work or other similar last minute changes, CHB Marine will allow one free re-schedule date. This can be done up to 5pm the night before the course. Further re-scheduling may be possible but will incur a transfer fee. This fee will be determined by CHB Marine but could be up to 50% of the course fee.
- f. Training prices for own boat tuition are set by CHB Marine and are excluding any travel costs incurred. If a hotel is required this will also be passed onto the Student.
- g. Travel will be calculated at 45p per mile. Any accommodation will be agreed with the student at time of booking but will need to be of a suitable standard.

3. RYA TRAINING

- a. Training will take place on board your own vessel.
- b. Training will be carried out by CHB Marine using Ouse On Board certification, All instructors move between the two entities and are suitably qualified.
- c. RYA inland water helmsman 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.
- d. Upon completion of the training feedback will be given and a decision made on whether the Student has completed the training successfully or not. CHB Marine reserve the right to invite students back for further training if they do not quite meet the required standard for the qualification.
- e. There is a minimum number of 2 people required to undertake RYA training due to the elements of the course involving working with other people.

4. QUALIFICATION

CHB Marine make no promises that a qualification will be gained after completing our course. The training CHB Marine 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. CHB Marine will fill in the necessary paperwork and complete the administration required for the qualification. The Qualification will be provided through Ouse On Board.

5. Non RYA Training

CHB Marine are able to provide non certified training aboard a students own vessel. This can be carried out over periods of 2 hours up to 2 days (or more if required). CHB Marine will tailor the training to the students requirements and spend time teaching this. CHB Marine require all key requirements to be put in writing to ensure all elements are covered where practically possible. CHB Marine reserve the right to end the training as incomplete if the student cannot safely complete all they request.

5. ACCOMMODATION

As the students will be using their own boat the decision to stay overnight is entirely theirs, however the instructor will be required to return home each night or return to suitable accommodation and as such the boat will need to be returned to the start point each night.

6. THE BOAT

- a. The Boat must be clean and tidy and river-worthy. There must be valid insurance, BSS and river license in place. These must be available to be presented to the instructor if they request them.
- b. If during training your boat breaks down, CHB Marine will allow up to an hour to get the boat fixed. Any more than this and CHB Marine reserve the right to terminate the training and offer no refund.
- c. CHB Marine require a photograph of your boat prior to confirming the booking. Depending on your boat layout will determine the number of people we are able to instruct.

7. 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 should be on board. These will be explained to you during your course.
- b. The boat will be operated safely and the student will show the instructor around prior to setting off.
- c. The Boat must be clean and tidy and river-worthy. There must be valid insurance, BSS and river license in place. These must be available to be presented to the instructor if they request them.
- d. Smoking is not permitted at any time on the boat during the course. If you are a smoker please refrain from smoking until moored up for the safety of our instructors.
- e. RYA Courses will be run in accordance with Ouse on Board Operating Procedures by CHB Marine.

8. INSURANCE

- a. The Student is responsible for the boat during the training period but the instructor may advise on potential dangers or hazards. In case of a differing opinion the instructor will allow the student to make the final decision, thus taking any responsibility of accidental damage away from the instructor.
- 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.
- c. It is the responsibility of the Student to take out any additional insurance that may be required when not covered by CHB Marine.
- d. CHB Marine does not take responsibility for personal possessions which get lost, damaged or wet.

9. CURTAILMENT

The Instructor will make their own enquiries of any planned canal works, strong stream 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. If the Student knows of any stoppages they must inform CHB Marine as soon as possible

10. 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 CHB Marine. The handling and collection of any personal customer data is processed with local law and is not sold to third parties.