



**Darkwater Adventure Coaching**  
**Policy, Terms and Conditions**

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## **DARKWATER COACHING POLICY, TERMS AND CONDITIONS**

### **INTRODUCTION**

1. The following policy, terms and conditions are to ensure effective engagement with the client and Darkwater Coaching. Where this document refers to “the client(s)” it means whoever is making the booking. 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.

### **RISK MANAGEMENT**

2. **Risk Assessments.** All activities carried out by Darkwater Coaching are covered by a comprehensive generic Paddlesport risk assessment. This risk assessments will be used alongside an ongoing dynamic risk assessment which will take into account:

- The situation and the environment
- The knowledge and experience of the group
- The knowledge and experience of the leader

3. **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, Darkwater Coaching cannot be held responsible for any loss to personal belongings sustained during the course. You are advised to hold your own insurance for personal injury and third party liability.

4. **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.

5. **Refusal to engage.** In the interest of your own and the group’s enjoyment and safety, Darkwater 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.

### **COACHING AND COURSES**

6. **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.

7. **Expected entry standards for assessed courses.** Guidance for clients on expected standards to ensure they get the most out of their courses can be found on the PUK website. As a minimum it is strongly recommended students:

- a. Read and understand the assessment guidelines for the course they are attending
- b. Where required raise any issues which may be able to be overcome by PUK reasonable adjustment policy. <https://paddleuk.org.uk/wp-content/uploads/shared-files/british-canoeing-central-documents/Paddle-UK-Equality-Policy-December-2022.pdf>
- c. Discuss any concerns or clarification required on the assessment in good time prior to the course.

8. **Led and Coached Student Information.** Led Students will be made aware of the skills and experience required to perform this role during a training or assessment. By agreeing to be a led/coached student during an assessment you agree to the following:

- You are available for the full duration of the course/assessment (If you can only attend one day of a two day assessment please let me know)
- You have read the personal performance expectations below and can paddle at the required standard. (If you are unsure if you meet the expectations required please get in touch)
- You have your own craft (as required by the nature of the award), paddle and personal equipment
- You have your own transport to use during the course
- You will be arranging your own accommodation for the course if required
- You will be arranging your own food and drink for the duration of the course.
- You understand that no money will be paid to you for attending the course as a led student and any fees incurred such as water usage and car park fees will be covered by yourself.

9. **Losses to Client / Coached Student Equipment.** You (the client) are responsible for your own kit and equipment during your course/training, any personal losses to kit and equipment will not be reimbursed by Darkwater Coaching. You are advised to hold your own insurance for equipment loss/damage. Paddle UK offers discounted insurance through Noble Marine <https://paddleuk.org.uk/craft-insurance/>

10. **Damage to Darkwater Equipment.** 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.

11. **Payment of additional fees.** Darkwater 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 PUK 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. Current PUK fees are as follows: <https://britishcanoeingaward.org.uk/wp-content/files/30052019BCABCandidateCourseFeesV1-6Dec23.pdf>

12. **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. Darkwater unavailable) you will be made aware of this immediately.

13. 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

## INVOICES AND PAYMENTS

14. **Reserving a place.** To reserve a place on a course please contact us at 07850 135513 or [ollie@darkwatercoaching.co.uk](mailto:ollie@darkwatercoaching.co.uk). All payments to be settled via bank transfer to: Darkwater Adventure Coaching | Sort: 04-03-33 | Ac: 68670870

15. **Client Cancelling a Booking.** It may be necessary for you to cancel your booking/agreement with Darkwater 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.

## SAFEGUARDING

16. Darkwater Coaching is committed to ensuring that all participants can participate in paddlesport in an environment free from poor practice, abuse and neglect. Darkwater Coaching holds an updated enhanced DBS check and has completed current safeguarding training in line with the requirements set by British Canoeing Awarding Body.

17. In line with the guidance given by Paddles Up Training, Darkwater Coaching is committing to the following principles

- Check the minimum age requirement for any qualification prior to course delivery (please see the qualification specification for details)
- Obtain parental permission for children under the age of 18 before they are permitted to undertake any training course.
- Encourage learners to register when they are sure they will continue the qualification or award to assessment as National Association Registration process also obtains parental consent.
- Ensure another responsible adult is present at all times throughout course delivery and learner assessment
- Do not undertake one-to-one training or assessing (i.e. where the Trainer/Assessor is left alone with a child or vulnerable adult)
- Ensure that a Reasonable Adjustment Form has been submitted to PUT for approval prior to course commencement for any learner who requires to be accompanied by a support worker or other supporting adult.

## COURSE DELIVERY WITH UNDER 18S IN THE UK

18. It is uncommon that I work independently with participants under the age of 18 outside of volunteering with UK Scouting. As I do not hold an AALA licence I would not allow participants onto any

activity I am delivering unless some of the specific exemptions outlined by AALA course be met, these may include:

- Parent or legal guardian present on the course
- Activity non licensable
- Activity taking place in non licensable water

19. Should I engage with U18s on a licensable activity and/or on licensable water this would typically be conducted through the employment of an organisation that holds an AALA licence or is exempt from holding one.

20. UK Scouting is AALA Exempt therefore for specific coaching of under 18 members of the scouting organisation I will comply fully with scouting safety and safeguarding policies for adventurous activities. Darkwater Coaching holds scouting permits for Kayak, Canoe and SUP.

### **INCIDENT, ACCIDENT AND NEAR MISS REPORTING POLICY**

21. In the unlikely event of an incident the following procedure will be undertaken:

- Appropriately manage the initial incident
- If required arrange for the injured party to be taken to hospital
- Complete standard Incident report form within 48 hours of the incident taking place  
<https://paddleuk.org.uk/online-incident-reporting/>
- Send the incident form to the injured participant to confirm the accuracy of the report
- Follow up with the participant if appropriate

22. In the unlikely event of a near miss taking place:

- Appropriately manage any situation on the water if required
- Complete a standard near miss report
- Reflect on learning as to how this may be avoided in the future
- If required inform British Canoeing or other relevant parties

23. It may be appropriate for another participant to accompany the injured participant to hospital or for them to travel alone rather than be accompanied by Darkwater Coaching

### **COMPLAINTS AND APPEALS**

24. We will always do what is possible to ensure that you have the best experience during your course/training with Darkwater 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.

25. 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.

26. The paddle UK complains procedure is at the following link: <https://paddleuk.org.uk/wp-content/uploads/shared-files/british-canoeing-central-documents/Paddle-UK-Complaints-Policy-October-2022.pdf>

### **GDPR**

27. We value your privacy as much as we value our own. Any information requested from Darkwater Coaching is only in the interest of providing you with the highest quality coaching and training. We will never sell your personal data to anyone, will only collect the information we need and will only keep it for as long as we need to. The information is held securely and you have the right to see this information and the right to have the information deleted at your request.

28. All information obtained by Darkwater Coaching is only to provide us with the necessary information to assist us in delivering the best course for you. Due to the remoteness and risk potential of the training and courses that we deliver the information gathered is so that we can best look after you in the extremely unlikely situation of you being taken to hospital and not able to provide this information directly yourself. The information gathered is typical of the outdoor industry and includes

- First and Last Name
- Date of Birth
- Address
- Phone Number
- Alternative Phone Number
- Email Address
- Emergency Contact Name
- Emergency Contact Phone Number
- Medical Issues
- Medication currently taken

29. **Who is my data shared with?** Data will only be shared as appropriate exclusively with the direct delivery staff at Darkwater Coaching

- We will not share your data with third parties unless required to do so by law
- We will not sell your data to anyone else

30. **How we protect your personal data.** Your data is held securely under password protected documents and if paper copies have been obtained in a locked and secure environment. We will keep your personal information for 7 years to comply with our legal requirements for insurance and tax (HMRC) purposes. After 7 years, this personal information will either be deleted (digital) or shredded (paper). Your Rights:

- You have a right to request access to the personal information that we hold about you
- If you believe that any of your personal information is inaccurate or incomplete, you have a right to request that we correct or complete your personal information
- You have a right to request that we restrict the processing of your personal information for specific purposes
- If you wish us to delete your personal information, you may request that we do so

31. **Sharing Data with British Canoeing Awarding Body.** For Coaching Qualifications we will share your details with British Canoeing Awarding Body to process your qualification and claim certification. If you have any questions about the continuing privacy of your personal data when it is shared with British Canoeing Awarding Body, please contact your National Association Coaching Department.