

Terms & Conditions



TERMS AND CONDITIONS

1. If Provela is unable to meet any booking through circumstances beyond its control, the Customer may be offered another booking at Provela's discretion.
2. If Provela and the Customer are unable to agree an alternative booking, Provela will refund the course fee paid. This is the limit of Provela's liability.
3. Provela will decide how and when any course is facilitated and whether or not the course will proceed as planned.
4. Any website or email campaign offers that are published after you have booked your course, do not automatically qualify you for the applied offer.

Payments.

5. Course places are secured when Provela receives payment in full together with a completed booking form. Full payment for all courses is required at the time of booking.
6. Making full payment for any booking means that the Customer accepts all Provela Terms and Conditions in full.

Cancellation Policy.

7. Customers may reschedule a course date without penalty where more than 21 days written notice (email accepted) is provided to Provela
8. Cancellations for any course must be made in writing (email accepted) to Provela not less than 21 days prior to the scheduled course start date. Course fees less an Administration Charge of £75 will be refunded within 30 days.
9. Customers cancelling courses less than 21 days prior to the start of the course will not be entitled to any refund. However Provela will accept a change to the delegate name up to the start of the course.
10. Provela shall not accept claims and shall not be liable at any time for claims or expenses caused by circumstances beyond its control including sickness, accident, travel delays, vessel breakdown, weather, industrial action, war or civil unrest.
11. Provela's "no wind guaranty"

If for 2 or more days of your course, Provela's Chief Instructor (CI) determines there isn't enough wind to develop your foiling sailing skills, you will be able to book onto an already running group foiling course (subject to availability). This can only be determined by the Provela CI and Provela will cover the course only and this guaranty does not include any travel, food, accommodation or visa costs.

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Insurance.

12. Provela is fully insured; however Customers are recommended to take out their own insurance against cancellation, damage or loss of personal effects, death or personal injury.
13. Provela and its employees accept no liability for personal injury, theft, loss or damage for Customers clothing, equipment and personal property howsoever caused on or off the company's craft or premises.
14. Customers acknowledge that there are inherent dangers involved in all sports, including training and understands and agrees to sign the booking form, holding the company, its servants, agents and employees free of any liability in the event of an accident, death, injury or damage to person or property.

Own Boat Tuition or Delivery.

15. Own Boat Tuition / Delivery is provided on the following basis:
16. The vessel is insured by the owner for loss, damage and legal liability to third parties.
17. The owner remains the skipper and legally responsible for the safe management of the vessel at all times (including when under tuition) and will not hold the Instructor or Provela responsible for any loss or damage.
18. Own boat tuition will only be undertaken on a vessel owned by the person attending the course
19. The vessel is in a sea worthy condition for the course.

Equipment.

20. Customers provided with equipment such as waterproofs and life jackets etc. are responsible for their safe return at the end of the course. Damage to any item beyond normal wear and tear may render the client liable to either pay for the item in full or to pay an amount to Provela as compensation as determined by Provela. Any negligent use of any SUP, Kayak or Sailing boat that results in damage this includes the sails and tramps may also render the client liable to either pay for the item in full or to pay an amount to Provela as compensation as determined by Provela.

Liability.

21. Nothing in this legal notice shall exclude or limit the Company's liability for:
 - (a) death or personal injury caused by negligence ((as such term is defined by the Unfair Contract Terms Act 1977; or
 - (b) fraud; or
 - (c) misrepresentation as to a fundamental matter; or
 - (d) any liability which cannot be excluded or limited under applicable law.