



## The British Association of Snowsport Instructors Limited

### Booking Terms and Conditions

These were updated on 14<sup>th</sup> December 2022

We understand that terms & conditions can at times be hard to read, so adjacent to each section of legal terms (the numbered paragraphs with no background) we've set out (in a light grey box) a brief, plain-English summary of the key points for that section of the legal terms. **Please note that the legal terms will always be the binding terms, and the plain English explanation is there to help you understand the legal terms but is non-binding.** Any questions, please get in touch via our usual contact options.

If there is a conflict between these Terms & Conditions and information on our website, these Terms & Conditions will prevail.

Put as simply as possible, we agree to try and run educational courses for our members at the dates, times and locations advertised. You as a member agree to pay for them and behave yourself when attending. If we can't run a course as originally planned then we agree to try and run it somewhere else and if we can't, and it hasn't already started, then we'll give you your course fees back – subject to a few of the Terms & Conditions in this document. We will endeavour during these COVID times to do what we can but we're not in control of everything; we're not liable for any of the information provided, costs incurred or behaviour of any other companies you might deal with in being able to attend one of our courses.

### General Information

The British Association of Snowsport Instructors Limited is a company limited by guarantee (Company Number SC278963) and has its registered office at Morlich House, 17 The Square, Grantown-On-Spey, Morayshire, PH26 3HG ("BASI" or "we" or "us"), telephone number 01479 861717. The following terms and conditions ("Conditions") apply to all bookings taken from Tuesday 22nd September 2020 onwards until further notice ("Booking") and shall comprise the agreement ("Agreement") between BASI and the person applying to book a course ("you" or "your"). It is essential that you have insurance to cover you on your course, including but not limited to cancellation and curtailment and medical and repatriation and third party liability insurance. BASI provides courses to its members primarily to assist them in the trade, business, craft or profession of snowsport activities. When undertaking any training through BASI, you will uphold and observe the BASI Code of Ethics. If there is any term of these Conditions which you do not understand, then please contact BASI before making any Booking.

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## Section 1: Bookings

Once you've completed the booking process you've accepted these Terms & Conditions, so it's these which apply rather than anything you might have heard elsewhere about what yours and our responsibilities are.

We have the final say on whether we accept your booking or not; that's mostly because we get people who aren't sufficiently qualified at one level before they try booking the next one and that's not ok.

When you're booking you make a payment. That booking reserves you a slot but as we mention throughout, frequently and despite our best intentions courses can get interfered with by factors outside our control. We've changed our T&C's to show that if a course hasn't yet started or can't go ahead for reasons outside our control, you'll usually get the chance to move your booking to another time or you can have your course fees back. However, you can't transfer any payments you've made over to someone else. Also, there comes a point at which too few people on a course means the Association makes a loss; we sometimes will do this to be helpful, but this is something we'll generally avoid as it is not in the best interests of our members.

- A. Upon completion of the booking process, and acceptance of the Booking by BASI, you will have entered into a binding contract with BASI, on the basis of these Conditions, creating the Agreement between you and BASI. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BASI which is not set out in these Conditions. BASI reserves the right not to accept any Booking. If you disagree with any decision not to accept your booking then you may appeal to the BASI Ombudsman who will make recommendations to the Board of BASI, whose decision on the matter shall be final
- B. If you are under 18 years of age you must ensure that the Parental Consent form is signed by a parent or guardian. Only persons aged 16 or over at the time of their course start date will be accepted on a BASI course
- C. Your booking must be accompanied by the stated deposit ("deposit") which, subject to these Conditions, is non-refundable and non-transferable to another person. On completion of the booking process, and acceptance of the Booking by BASI, a place will be provisionally reserved for you on your chosen course, on the assumption that the course proceeds. Your Booking and the acceptance by BASI of that Booking and your payment of the deposit does not guarantee that the course will be run. BASI reserves the right not to run any course if it does not secure sufficient numbers for that course to be run, as to which it will be sole judge.

### Courses outside the UK

If the course is to proceed, you will receive pre-course information and a confirmation invoice, approximately 4 weeks before the start date, for the balance price of the course, after taking into account the deposit you have paid. Under certain circumstances, we may need to leave the decision to confirm/cancel until nearer the course start date in order to give the course the best chance of running. In this event, you will be contacted approximately 4 weeks before the start date and given the option to wait for the course to be confirmed/cancelled, or to cancel and receive a full refund. In the event that you do not respond within 2 business days, you will be deemed to agree to wait for the course confirmation or cancellation by us and you will lose your right to

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You shouldn't book accommodation or any form of travel, unless it is fully refundable, until we've sent you confirmation the course is planned to go ahead. In the current climate there are plenty of reasons why despite having confirmed a course we end up having to cancel it at the last minute. We won't be liable for any of your travel, accommodation or subsistence costs, ever.

You really, really, really should read through the information available about the course content, pre-requisites and any criteria in place to make sure it's the course for you. Once you've booked you've essentially stated & confirmed that you've read and accepted these – and if it turns out that you don't meet the pre-requisites, that's on you, not us.

Snowsports courses involve large amounts of physically demanding activity. If you have any kind of condition which may be triggered or made worse by taking part in a course, then you should get it checked by someone who knows what they're talking about and also tell us about it before booking. If you don't tell us then taking part is at your own risk. If anything medical develops after booking, including a confirmed or suspected COVID infection, then you should tell us about it.

When it comes to Snowsports our staff and Trainers do know what we're talking about, so it's ultimately up to us if we accept your booking or not on the basis of a medical condition. We also may share essential details of any condition with a Trainer so that they're able to prepare/adapt their course delivery appropriately.

If your contact details change then it's your job to tell us about it. If you don't, we can't really communicate with you effectively. You can do this by yourself via your Members Area on the BASI website.

receive a full refund unless the course is cancelled by us. If the course does not proceed then you will receive a refund of the deposit or, at your option, you may choose to transfer that deposit to another course.

#### **Courses in the UK**

If the course is to proceed, you will receive pre-course information and a confirmation invoice, approximately 4 weeks before the start date, for the balance price of the course, after taking into account the deposit you have paid. Under certain circumstances, we may need to leave the decision to confirm/cancel until nearer the course start date in order to give the course the best chance of running. In this event, you will be contacted approximately 4 weeks before the start date and given the option to wait for the course to be confirmed/cancelled, or to cancel and receive a full refund. If the course does not proceed, you will receive a refund of the monies paid or, at your option, you may choose to transfer those monies to another course

**YOU SHOULD NOT MAKE OR CONFIRM ANY ARRANGEMENTS FOR TRAVEL TO, ATTENDANCE AT OR SUBSISTENCE DURING THE COURSE (INCLUDING FLIGHTS, TRAINS, TRANSFERS, ACCOMMODATION OR THE LIKE) UNLESS AND UNTIL YOU RECEIVE YOUR PRE-COURSE INFORMATION AND CONFIRMATION INVOICE FROM BASI.** In the event that you do make any such arrangements prior to receiving your pre-course information and confirmation invoice from BASI, there will be no refund of the monies paid by you to any third parties

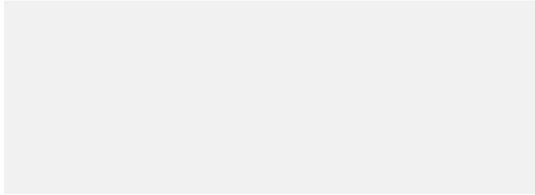
- D. Prior to booking any course you must read the course content and course pre-requisites to ensure the course is suitable for you. All BASI courses require a good deal of (honest) self-assessment by you before you book. If you are in any doubt about whether you are at the right level for your chosen course then you must first contact BASI to speak to a trainer before you book the course. By completing the booking process you confirm to BASI that you have read and understood the self-selection criteria for the course you are attending and that you meet the pre-requisites, where stated. If you accept and do not meet the pre-requisites then you will incur charges as set out in the cancellation policy in Section 4 below
- E. You accept that BASI courses contain a large element of physical activity and that any physical activity can

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be strenuous. If you have any medical condition which may be caused or aggravated by such physical activity then, prior to booking, you should seek professional medical advice and if you then book a course, you participate in that course at your own risk. Before booking, you must inform BASI if you suffer from any Medical Condition (“Medical Condition”) which may be caused or aggravated by physical activity or which would make it more likely that you might be involved in any incident which could result in injury to you or others on the course. After your booking is accepted by BASI (and before commencing your training), you must inform BASI of any new Medical Condition which has arisen. BASI may inform your Trainer of any Medical Condition. BASI reserves the right not to accept a booking on the basis of a Medical Condition

- F. All correspondence will be sent to the e-mail address entered in your record on the BASI system. It is your responsibility to keep the BASI Office informed of any change of e-mail address or postal address after booking on to a course. This can be done directly via your Member’s Area or alternatively, as a last resort, by email to [basi@basi.org.uk](mailto:basi@basi.org.uk). You agree that communication may be made with you by e-mail and that such electronic means of communication satisfies any legal requirement that a contract, notice, information or other communication be made in writing. This Condition does not affect your statutory rights

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## Section 2: Invoicing & Payment

Once your booking is accepted by BASI, you're committed to paying the full value of that course and you need to settle up with us 4 weeks in advance of the course start date. If we have to wait longer than the usual 4 weeks prior before we can confirm a course is going ahead, then we'll tell you about this and if this occurs then when you do get a course confirmation you've got 7 days in which to pay the outstanding balance.

If you don't pay in time, we may take you off the list but you'll still be liable for that full balance – because that's what you committed to. If you show up to the course & try to take part despite not having paid, then you'll be politely asked to leave.

We no longer accept cheques. We also are not able to have you read out your bank details or card details over the phone to us; we get into trouble if we do that. Anything you need to pay for can be dealt with on the BASI website and that is what you're being encouraged to do.

If we make a mistake relating to payments & fees, once we know about it we'll tell you asap. If we accidentally charge you too much, we'll give it back as soon as we can.

- A. The balance of payment in respect of your course Booking is due to BASI on acceptance of your Booking and must be received in full by the BASI Office no later than 4 weeks prior to the course start date (or if BASI can only confirm to you that your course is to proceed less than 4 weeks prior to the course start date then the balance of payment must be received in full by the BASI Office no later than 7 days after your receipt of that confirmation). The payment due date will be clearly printed on your course invoice. If payment is not made by this due date, you may, in BASI's sole discretion, be removed from the course but in such event will remain liable for the balance of payment for the course
- B. Bookings within 4 weeks of the course start date require payment in full at the time of Booking
- C. If you arrive at the venue for your course having not paid the balance, as detailed on your course invoice, you will NOT be accepted on to the course. You will remain liable for all outstanding balances and until such balances are discharged, your membership and licence will be automatically suspended
- D. All charges will be in Pounds Sterling and may be paid by credit/debit card (excluding American Express) or BACS. You will be liable for any bank charges incurred when paying by BACS/bank transfer
- E. If you provide BASI with details of a credit card or debit card for the purposes of making any payment then BASI is entitled to debit such card with the amount to be paid. When providing those details, you may be asked whether you wish to have those details stored securely by BASI and/or the third party payment service provider used by BASI and if you indicate to us that you wish to do so, then (unless and until you notify us otherwise) BASI is authorised to retain those details securely and to use that card in making payment for any other sum due in respect of your course Booking (or any other sum due by you to us from time to time in respect of any other booking or any other transaction with us)
- F. In the unlikely event that the course fee for your Booking advertised on our website or in our literature is incorrect or out of date then we will notify you as soon as reasonably practicable, with details of the correct fee due for the Booking. If the course fee is lower than advertised, then we will refund you any difference. If the course fee is higher than advertised then we will notify you and you will have a right to cancel your Booking and if you wish to do, then you must inform BASI of your decision to

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cancel by means of any clear statement setting out the decision. Refunds will be made within the period of 14 days after the day on which BASI is informed of your cancellation, or becomes aware of the lower course fee.

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## Section 3: Courses

Book a course without insurance and you're asking for trouble. As mentioned before, we're not liable for any costs you incur outside of the course booking. Few insurance providers currently offer full coverage for any disruption caused by COVID-19 outbreaks, which is why we've altering our T&C's to be as flexible as possible.

If you show up but don't meet the course pre-requisites, are a safety risk to yourself or others or have a medical condition we didn't already know about, a Trainer is quite within their rights to refuse to let you participate. This also applies if you behave poorly, show up intoxicated, make us and others on the course look bad. You won't get any of your money back either.

We use video footage and photos as part of the course delivery; we also use them for marketing and promotional purposes.

There will be times when 100% of a course can't run as planned or a student for some reason may can't attend 100%. For some of our courses, students who can attend 75% of it may still be assessed as per the criteria. However, we do have some courses where 100% attendance is essential.

Ultimately there are many factors outside our control which will influence whether a course can go ahead as planned. Things can be cancelled with short notice and ultimately, it's BASI's decision to try and continue or not.

- A. All students must be appropriately insured for their course. Insurance is not included in the BASI course fee but insurance is available by clicking on the 'Insurance' button in your Member's Area on the BASI website. It is essential that you have insurance to cover you on your course, including but not limited to cancellation and curtailment and medical and repatriation and third-party liability insurance
  - B. BASI will not be liable for any physical or financial hardship which may be incurred whilst attending a BASI course
  - C. Candidates will receive pre-course information by email to the email address entered in your record on the BASI system
  - D. It is the responsibility of the candidate to ensure that they read the pre-course information (and, where applicable, have completed any pre-course study indicated in the pre-course information)
  - E. BASI reserves the right to refuse training to any applicant who, in the reasonable opinion of BASI or the person undertaking the training ("Trainer"):
    - a. *does not meet the pre-requisites, or does not meet or is not likely to meet, the minimum standard for the appropriate grade; or*
    - b. *is deemed unsuitable for Snowsport Instructor training; or*
    - c. *is a danger to themselves, their Trainer or to any other member of their training group; or*
    - d. *is subject (or, during the course of the training, becomes subject) to a Medical Condition not previously notified to BASI*
- In the event that an applicant is refused training on this basis, the deposit and any other monies paid will not be refunded
- F. You accept that you are required to submit to the reasonable instructions and leadership of the Trainer on your course. BASI and/or the Trainer reserves the right to remove you from the course if you are in breach of that requirement or if:
    - a. *you exhibit behaviour which is deemed to be inappropriate, unprofessional and/or detrimental to BASI; or*
    - b. *you are under the influence of alcohol or drugs (other than as a side effect or contra-indication of a prescribed medication) during course contact time or you engage in substance abuse at any time; or*
    - c. *you do not submit to the reasonable instructions and leadership of your Trainer on your course;*

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Whilst we're trying to be as reasonable and flexible as possible during COVID times, you realise that once a course starts you do still run the risk that it might get interrupted, and this could lead to you losing course fees. We'll do our very best to adapt accordingly but once courses have begun we still have people who expect to be paid for their time.

In case we hadn't already made it clear enough, there are things or factors which are outside of BASI's control which influence whether we can run a course or not. Therefore, we aren't liable if the courses don't go as we'd all hope because of such events. This includes pandemics.

- d. *you are in material breach of the BASI Code of Ethics; or*
- e. *you are a danger to yourself, your Trainer or to any other member of your training group; or*
- f. *you are subject (or, during the course of the training, become subject) to a Medical Condition not previously notified to BASI*

In the event that you are removed from training on this basis, then the deposit and any other monies paid will not be refunded

- G. You agree that still and recorded images may be taken of you and/or your group as part of your BASI course. These images will be used by Trainers for performance feedback. They may also be used by BASI Membership & Marketing for a range of marketing and promotional purposes
- H. Due to unforeseen circumstances, a student may not be able to attend 100% of their course and in such cases students who attend 75% or more of their course may still be assessed as per the assessment criteria. However, 100% attendance is required in order to be assessed for the following courses: Safeguarding Children, 1 day refresher/conversion/L1 re-assessment, Level 3 Mountain Safety, Level 3 Mountain Safety Re-assessment, IMS Training, IMS Assessment, IMS Re-assessment and any Adaptive course
- I. You accept that snowsports are conducted in an open environment, resulting in mountain conditions that can change significantly from day to day and from time to time. BASI does not guarantee that the course can be run (or run continuously) on the day or days in question if the course venue is adversely affected by snow, lack of snow, weather or by any other circumstances which hinders or prevents the safe running of the course or elements of the course, as to which BASI and/or the Trainer shall be sole judge. These are all circumstances beyond the control of BASI which may require that your course be cancelled or the venue altered
- J. In booking the course, you agree that
  - a. *your course may have to be cancelled or the venue altered and that such cancellation or alteration may occur with little or no prior notice to you, and*
  - b. *BASI is not responsible for your travel and accommodation costs (and other reasonably foreseeable costs which you might incur) in the event of such cancellation or alteration of venue. You agree that the alternative venue may be another resort or artificial slope for all*

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*or part of the course. In the event of cancellation of your course, the conditions in Section 4 below apply. In the event of an alternative venue for your course, if you choose not to undertake your training at that alternative venue, then there will be no refund of the monies paid to BASI for your course*

- K. You accept that you may suffer irrecoverable loss if your course is cancelled or the venue is altered. Do not book a course with BASI if you are not prepared to take the risk of cancellation or alteration. If you decide to accept this risk then it is therefore essential that you have your own insurance to cover you on your BASI course. This needs to cover the risk of cancellation and/or curtailment and/or change of venue as well as medical and repatriation and third-party liability insurance. It is your responsibility to obtain and check that your insurance is in place before you attend any course
- L. Terrain conditions prevailing on your course may not permit all the course criteria to be met and while every effort will be made to assess all course criteria, neither BASI nor the Trainer shall have responsibility if the course criteria cannot be met in full. The Trainer shall at his or her discretion have the right to refuse your participation in any element of the course which he, or she, deems to be dangerous or unsuitable, based on the skill you demonstrate during the course, when taken in conjunction with the prevailing piste and snow conditions
- M. BASI shall have no liability for any failure or delay in performance if it is prevented from or delayed by any matter or action which is beyond its reasonable control including, without limitation, acts of God, weather, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes
- N. The intellectual property in any materials supplied on courses is and remains the property of BASI

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## Section 4: Insurance and Cancellations

As with any purchase, if you're a consumer you've got a cooling off period which protects you until the end of 14 days after you made the booking. If you want to cancel within this period, all you have to do is email a short form over to us and we'll refund you. However if it's been a case of a last minute booking and the course has already started when you inform us about your desire to cancel, then this protection doesn't apply.

BASI aren't liable for any costs or refunds if you're injured before or during a snowsports course. This is why you have to make sure you're well insured and that you're happy the coverage you've bought offers adequate protection.

We realise that sometimes change happens and that occasionally you need to change your bookings. If you get in touch more than 4 weeks in advance and the course hasn't been confirmed, then you'll get your money back. However, tell us less than 4 weeks in advance and you'll lose your deposit & still be liable for the full balance for the course. We'll try to sell it to someone else though and if we're successful, we'll give you your money back once the other person has paid.

- A. If you enter into an Agreement with BASI as a consumer ("Consumer") that is, as an individual acting wholly or mainly outside your trade, business, craft or profession, then the provisions of the Consumer Agreements (Information, Cancellation and Additional Charges) Regulations 2013 will apply to you. In that event, you may withdraw your offer to enter into a Booking with BASI at any time; and you may cancel an Agreement entered into with BASI provided that you do so within the period ("Period") (i) beginning when the Agreement was entered into; and (ii) ending at the end of 14 days after the day on which the Agreement was entered into. You do not have to give any reason for the withdrawal or cancellation. You agree that BASI may begin the provision of the course before the expiry of the Period and you acknowledge that in that event if the course is fully or partially performed at the time of cancellation, then you will lose the right to cancel referred to above. In order to withdraw an offer to enter into a Booking or to cancel an Agreement on the basis described in this Condition, then you must inform BASI of your decision to withdraw or cancel (as the case may be) by means of any clear statement setting out the decision. In the case of cancellation, you may inform BASI using the cancellation form provided at the end of this section
- B. To meet the cancellation deadline, it is sufficient for you to send the communication concerning the exercise of the right to cancel before the Period has expired. If you withdraw an offer to enter into a Booking, or cancel an Agreement, on the basis described in this Condition, then you will receive a full refund of any amount you have paid to BASI in respect of the offer or Agreement, except as specified in this Condition. BASI will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund. BASI will process the refund due to you as a result of a cancellation on the basis described in this Condition without undue delay and, in any case, within the period of 14 days after the day on which BASI is informed of the cancellation
- C. Unfortunately, due to the nature of the snowsport industry, injuries and accidents are not unusual

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Where the above doesn't apply is if there's a COVID outbreak prior to the course starting or if an outbound quarantine put in place. If that happens, we'd try to move the course as a first step but if no joy then we'd cancel the course and give you your money back, no worries.

If there's an inbound quarantine put in place either prior to or during the course taking place which would impact your return travel, we won't offer a refund. Technically we can still run the course, you see, and we have to draw the line somewhere.

If there's an outbreak during a 4 day course which has already started, the Trainer will in the first instance see if they're able to complete 75% of the course. If they can, you'll get a result just as you would if you'd done all 4 days. If they can't however, then sorry, no refunds in that instance and you'll need to rebook.

If there's an outbreak during a 8 day course which has already started, the Trainer will in the first instance see if they're able to complete 75% of the course. If they can, you'll get a result just as you would if you'd done all 8 days. If they can't however, then we'll give you a 50% refund on your fees which we feel is a reasonable compromise.

Finally - and this doesn't matter whether it's COVID related or not – if you don't show up for a course you've booked and haven't told us you need to cancel in advance, there will be no refunds, period.

which is why you are required to arrange to have suitable insurance in place to cover for this unfortunate eventuality. No monies will be refunded by BASI where your participation on a course is curtailed as a result of an injury sustained either before or whilst participating in the course or for any other reason including without limitation the need to return home early because of a family bereavement. It is therefore essential that you have your own insurance to cover you on your BASI course. This needs to cover the risk of cancellation and/or curtailment and/or change of venue as well as medical and repatriation and third party liability insurance. It is your responsibility to obtain and check that your insurance is in place before you attend any course

- D. BASI may incur administration costs whenever a cancellation or alteration occurs to a course booking and BASI reserves the right to levy a reasonable fee in connexion therewith.
- E. Cancellations notified to the BASI Office in writing more than 4 weeks prior to the course start date will not incur a cancellation fee nor loss of any deposit provided that the course has not yet been confirmed
- F. Cancellations notified to the BASI Office in writing less than 4 weeks prior to the course start date or after the course has been confirmed (whichever occurs first) will result in loss of deposit and liability for the full "balance of payment" for your course booking, save for those scenarios described in Section 4 Condition H. BASI shall use its reasonable endeavours to fill the resulting space on your course, and if it is successful in doing so then your payments will be refunded to you once BASI has received payments from the other party
- G. In the event that, prior to a confirmed course starting, there is a COVID-19 outbreak which prevents the course from going ahead or an outbound quarantine imposed by the country in which the course was planned, then BASI will in its sole discretion in the first instance try to relocate the course. If we are unable to do so, or if the course cannot proceed for these specific reasons, then students will receive either a full refund of their fees or they can transfer these fees to another course in the same winter season
- H. In the event that, prior to a confirmed course starting, there is an inbound quarantine imposed by the country to which the student is returning after their course or the country referred to in

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their registered home address, but otherwise the course is able to proceed but the student wishes to cancel, then no refunds will be payable

- I. There will be no refunds for your non-attendance of a course without prior written notice, regardless of the reason for your non-attendance
- J. In the event of cancellation of your course pursuant to Section 4 Conditions A or Section 3 Condition I, then BASI will refund to you any monies paid to BASI provided the course has not started. BASI shall have no other liability to you arising from such cancellation
- K. In the event that a 5-day course has started and has to be called off due to a COVID outbreak, then BASI will first look to see if the 75% rule as described in Section 3 condition H applies. If the Trainer is unable to issue a full course result as per Section 3 Condition H then unfortunately, no refund will be offered and students will need to re-book again
- L. In the event that a 10-day course has started and has to be called off due to a COVID outbreak, then BASI will first look to see if the 75% rule as described in Section 3 condition H applies. If the Trainer is unable to issue a full course result as per Section 3 Condition H, then a 50% refund will be offered. Depending upon how much progress through the course has been made, a 5-day resit may be all which is required; however, BASI remains the final decision maker in this regard
- M. BASI will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. BASI will process the refund due to you as a result of your cancellation under this Condition without undue delay and, in any case, within the period of 14 days after the day on which BASI is informed of the cancellation (save that in the case of Section 4 Condition G, the refund will be made 14 calendar days after the day on which BASI has filled the resulting space). Such periods shall be extended as necessary where for any reason BASI cannot make the payment to the card which you used to make the payment

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To:	The British Association of Snowsport Instructors Limited Morlich House, 17 The Square, Grantown-On-Spey, Morayshire PH26 3HG Telephone number 01479 861717 Fax number 01479 873657 Email: <a href="mailto:basi@basi.org.uk">basi@basi.org.uk</a>
Cancellation statement	I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service [*], Ordered on [*]
Name of consumer(s)	
Address of consumer(s)	
Signature of consumer(s) (digital signatures accepted)	
Date	

[\*] Delete as appropriate

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## Section 5: Appeals or Complaints

We hope this section is pretty self-explanatory. If you want to appeal or formally complain about a course or the outcome of course, then head to your Members Area and look for the appropriate form and procedure. You've got to submit something within 14 days from the end of the course.

- A. All appeals or formal complaints about a course or course results and Trainers must follow the guidelines as outlined in the 'BASI Feedback & Course Appeals Procedure' which can be found in the 'Policy and Company Documents' section of your Member's Area. Appeals and formal complaints must be notified to the BASI Training Department in writing within 14 days of the end of the course. In order for an appeal to be processed or if you are seeking compensation as a result of a formal complaint, an Investigation Fee is payable at the time of appeal. If your appeal or complaint is upheld by BASI then the full amount of the Investigation Fee will be refunded.

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## Section 6: General Conditions

We are only responsible for the thing which we've agreed to provide to you – i.e. the course itself. Nothing else is agreed to unless you've got it in writing from us.

All personal data collected in booking the course will be used for the purposes of taking payment, administering and delivering the BASI course. You are in control of your communications preferences and you can change these from within your Members Area.

We are a Scottish limited company and as a result these Terms & Conditions will be governed by Scottish law.

- A. BASI shall take reasonable skill and care in providing your course and, subject thereto, to the fullest extent permitted by law, all warranties, representations, conditions, terms, undertakings and representations of any kind whatsoever, whether express or implied, and whether arising under statute, common law or otherwise, are hereby excluded. BASI does not exclude liability for death or personal injury arising through the negligence of BASI but, subject thereto, if BASI fails to comply with these Conditions, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen
- B. No variation to these Conditions shall be binding on BASI unless agreed in writing and you acknowledge that these Conditions prevail over and supersede any written or verbal communication, including (but not limited to) any terms or conditions which you may seek to apply
- C. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. A waiver of any right under these Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay in exercising any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy. A person who is not a party to the Agreement between you and BASI shall not have any rights to enforce its terms
- D. All personal data collected in booking the course will be used for the purposes of taking payment, administering and delivering the BASI course. Our [Privacy and Data Protection Policy can be found here](#).
- E. These Conditions and the Agreement between you and BASI shall be governed by and construed in all respects in accordance with Scottish law and you irrevocably agree that the Scottish courts shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise

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out of or in connection with these Conditions or the Agreement.

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## Section 7: BASI Shop & BASI Promotions Limited

### Terms and Conditions for Online Purchases ('Online Purchase Conditions')

Please read these Online Purchase Conditions carefully as they set out the terms under which BASI Promotions Limited makes goods available to you. Please note also that the Website Terms and Conditions of The British Association of Snowsport Instructors Limited ("BASI") apply equally to BASI Promotions and that any purchases you make will also be subject to those Website Terms and Conditions.

Technically speaking the company you buy shop items from is different to the company you receive training courses from. BASI Promotions Limited deals with the BASI Shop.

The price you see on the website don't include delivery charges, so don't forget about that before buying.

Until we've taken money from you, we're under zero obligation to supply anything. We'll check we're able to supply it before charging your card.

If you don't tell us where it's meant to go or give us the wrong address and as a result there are redelivery costs, you'll be liable for those.

If you need to cancel, do it at least 48 hours in advance. If they've already arrived, you've got 7 days to send them back & if you can't then we might charge you for us to collect them. Same goes for damage – the "you broke it, you bought it" rule applies here.

If the good are faulty, there's no cost to return them.

- A. **Pricing:** The prices payable for the items that you order are clearly set out on the website. Unless otherwise stated, all prices are quoted inclusive of any VAT payable; however, prices do not include any delivery charges. BASI Promotions reserves the right to change prices at no notice and the price quoted on the website at the time when the order is made, will apply. Please Note: BASI Manuals and Instructor badges do not attract VAT
- B. **Availability:** The BASI Promotions product list is subject to availability. However, if for any reason we are unable to supply a particular item, we will notify you as soon as possible
- C. **Contract:** Authority for the payment of any goods ordered must be given at the time of the order. However, BASI Promotions will be under no obligation to supply those goods until payment has been authorised by your bank or credit card provider. At any point up until then, BASI Promotions may decline to supply the goods to you without giving any reason. Payment for your order will be taken once a delivery date has been confirmed. If for any reason the goods cannot be supplied at that stage, then payment will be refunded in full
- D. **Delivery:** Delivery will be made to the address specified by you. Please note that we do not hold a stock of all of our products and delivery times are dependent on delivery from suppliers. We will provide an estimated delivery time once the order is completed. If in the event that an order is delivered to an incorrect address given by you, and that order is returned to us, then you will be liable for any fees associated with redelivery.
- E. **Cancellation:** If you wish to cancel your order we ask that you advise us at least 48 hours before your planned delivery date and you will receive a full refund. Where the goods have been delivered to you, you may return them for up to 7 working days after the date of delivery in line with the distance selling directive. We reserve the right to charge you to collect the goods and to charge you for any

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Make sure your system is updated; we only accept browsers with SSL technology. This is in your interests as much as ours.

Our liability to you will be no higher than the value of what you've ordered.

damage that may have occurred whilst the goods have been in your possession. All cancellations must be processed in writing. For further information and charges please see section F (returns). This does not affect your statutory rights

- F. **Returns:** If goods are faulty you may return them free of charge by calling 01479 861 717, once confirmation has been received from the manufacturer. If you do decide to return the goods to us for any other reason you will be responsible for the postage and packing relating to the return. Refunds can only be made by the same method used for the purchase. If for any reason you need to return an item within 7 working days of receiving the delivery, please call the BASI customer helpline (Tel: 01479 780010) and advise a member of our team that you wish to return the product and the reason for the return. We will then agree for the goods to be returned. Under the terms of the distance selling directive you as the customer have a duty of care for the goods whilst they are in your possession. If goods are damaged by you and subsequently returned, you will be charged for any repairs required to return the goods to their original condition. Please be aware that where repair is not economically viable no refund will be made. Your statutory rights are not affected
- G. **Orders & Payment:** We accept internet orders only from Web browsers that permit communication through Secure Socket Layer (SSL) technology, for example, 3.0 version or higher of Explorer and versions 3.02 or higher of Netscape. This means you cannot inadvertently place an order through an unsecured connection. You can pay with any Switch, Maestro, Delta, MasterCard or Visa cards. Your payment card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order. You will be charged for items once stock availability has been confirmed. Please Note: payments are not handled by BASI Promotions but by a third party whose terms and conditions will apply
- H. **Liability:** Our liability to you in respect of an order shall be limited to the value of that order (to the fullest extent permitted by law), and we shall not be liable to you for any economic loss, loss of profit, loss of revenue, loss of business, wasted expenditure, depletion of goodwill, loss of privacy or loss of data or any other claims for indirect, consequential, special or punitive compensation

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whatsoever howsoever caused including, without limitation, as a result of our negligence, which may arise out of or in connection with an order. For the avoidance of doubt nothing in these Online Purchase Conditions shall exclude our liability in respect of death or personal injury caused by our negligence

- I. **Promotions:** We offer periodical promotions to enable you to buy certain goods and pay for them at a later date. The full terms and conditions for these promotions will be supplied to you prior to any goods being shipped. You will be asked to sign and return a form to confirm you have received and agree to these terms.
- J. **General:** These Online Purchase Conditions shall be governed by and construed in accordance with the laws of Scotland and any disputes arising under them shall be subject to the jurisdiction of the Scottish courts. Should any of the provisions, or part of a provision, contained in these Online Purchase Conditions be found to be, in whole or in part, either unlawful or void or for any other reason unenforceable, then that provision or part of a provision shall be deemed severable and shall not affect the validity or enforceability of any other such provision(s) or part(s) of such provision(s)
- K. **Customer Services:** If you have an order query, please email [marketing@basi.org.uk](mailto:marketing@basi.org.uk) or call us on 01479 780010. Please Note: telephone calls may be recorded for training and quality purposes  
BASI Promotions Limited  
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Company registration number: SC194930  
VAT registration number: 734 8695 89

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