

Terms and Conditions of Participation and Use

1. Introduction

These Terms and Conditions govern:

- use of the walruscruise.org website; and
- participation in activities organised by The Walrus Cruise.

By using the website, submitting an application, or taking part in any activity, you agree to be bound by these Terms and Conditions.

The Walrus Cruise is a registered charity (number 1045288). Its objects are to advance the Christian faith, in particular among young people, and to advance their education and training by providing and assisting in the provision of adventurous sailing activities, such as on the Norfolk Broads.

Website Use

The walruscruise.org website is provided for information and administrative purposes. While reasonable care is taken to ensure accuracy, The Walrus Cruise does not guarantee that website content will always be complete, accurate or error-free. The charity may suspend or withdraw website access temporarily or permanently without notice.

2. Christian Ethos

The Walrus Cruise is an explicitly Christian charity. Its activities are shaped by its Statement of Faith and Christian ethos.

Participation in Walrus Cruise activities, and service in leadership roles, is offered on this basis. The charity reserves the right to operate its activities in a manner consistent with its Christian beliefs, as permitted by law.

3. Governing Policies

Participation in Walrus Cruise activities is subject to the charity's policies, which form part of these Terms and Conditions. These include, but are not limited to:

- Safeguarding Policy;
- Equality Policy;
- Data Protection & Privacy Policy;
- Online Communication, Images & Digital Conduct Policy;
- Complaints Procedure;
- Safety Policy and Risk Benefit Analysis.

Copies of these policies are available on the Walrus Cruise website.

Safeguarding considerations take precedence over all other matters.

4. Applications and Acceptance

Submission of an application does not guarantee acceptance.

The Walrus Cruise reserves the right to:

- refuse an application;
- place conditions on participation;
- limit numbers;
- decline or withdraw participation or leadership roles;

where it reasonably believes that it cannot safely or responsibly meet an individual's needs, manage behaviour, or ensure the wellbeing of others within the constrained environment of sailing and outdoor activities.

The charity is not obliged to give detailed reasons for such decisions.

5. Authority During Activities

All participants agree to act under the authority of the Commodore or their appointed representatives at all times during a Cruise or related activity.

Participants must comply promptly with safety instructions and reasonable requests given by Leaders.

Failure to do so may result in removal from the activity.

6. Safety and Risk

Participation in adventurous sailing and outdoor activities involves inherent risk. By taking part, participants acknowledge and accept that accidents or injuries may occur even where reasonable care has been taken.

Participants (or parents/carers on behalf of children) confirm that:

- they have disclosed relevant medical or behavioural information;
- the participant has an appropriate level of fitness;
- the participant can swim at least 50 metres, unless otherwise agreed;
- they accept the shared responsibility to act safely and considerately.

The Walrus Cruise's Safety Policy and Risk Benefit Analysis set out how risks are managed.

7. Removal From Activities

The Walrus Cruise reserves the right to remove a participant or Leader from an activity, without refund, where:

- behaviour places themselves or others at risk;
- safety instructions are persistently ignored;
- safeguarding concerns arise;
- relevant information was not disclosed prior to the activity;
- continued participation is not in the best interests of the individual or the group.

Where a participant is removed from an activity, parents or carers will be informed as soon as reasonably practicable.

Parents or carers agree to make all reasonable efforts to arrange prompt collection of the participant from a location specified by The Walrus Cruise. Any additional costs arising from early collection or alternative arrangements are the responsibility of the participant's family.

8. Fees and Payment

Fees for activities are published in advance.

A non-refundable deposit may be required to secure a place.

Full payment must be made by the stated deadline. Failure to do so may result in the place being released.

9. Cancellation by Participants

Cancellations must be made in writing.

Unless otherwise agreed:

- cancellation within 8 weeks of the activity may result in loss of some or all fees;
- cancellation within 4 weeks may result in loss of all fees.

The charity may, at its discretion, refund fees where exceptional circumstances apply.

10. Cancellation or Changes by The Walrus Cruise

The Walrus Cruise reserves the right to cancel, curtail or alter activities due to circumstances beyond its reasonable control, including but not limited to weather conditions, safety concerns, availability of boats or Leaders, equipment failure, or other unforeseen events.

In such circumstances, the charity will seek to offer a refund or alternative where reasonable, but cannot accept liability for costs incurred by participants beyond fees paid.

11. Safeguarding

The Walrus Cruise is committed to safeguarding children and young people.

Any safeguarding concern will be handled in accordance with the Safeguarding Policy and may result in immediate action, including removal from an activity, regardless of any other process.

12. Data Protection and Images

Personal data is handled in accordance with the Data Protection & Privacy Policy.

Images and video are handled in accordance with the Online Communication, Images & Digital Conduct Policy.

Consent for images is obtained through the booking process and may be withdrawn at any time.

13. Insurance and Liability

The Walrus Cruise holds appropriate public and employer's liability insurance.

Nothing in these Terms and Conditions limits liability for death or personal injury caused by negligence.

Participants are responsible for their personal belongings. The charity cannot accept liability for loss or damage to personal property.

14. Intellectual Property

Unless otherwise stated, all content on the walruscruise.org website and all materials produced by The Walrus Cruise, including text, images, logos and documents, are the property of The Walrus Cruise.

Such content may not be copied, reproduced, distributed or used for commercial purposes without prior written permission.

15. Complaints

Concerns or complaints should be raised in accordance with the Complaints Procedure.

16. Amendments

These Terms and Conditions may be updated from time to time.

Where changes materially affect participants who are already booked onto an activity that has not yet taken place, The Walrus Cruise will take reasonable steps to notify those participants (or their parents/carers).

Continued participation in activities or use of the website constitutes acceptance of the current Terms and Conditions.

17. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

Last Updated: February 2026