## **TERMS & CONDITIONS:**

## General:

- 1. Before booking, please satisfy yourself that you have been given adequate guidance as to the suitability of the course you are attending. If in any doubt please contact us.
- 2. Limited numbers of students are allowed on each course, so you are advised to check availability before submitting the booking form. Return the completed booking form as soon as your phone or email booking is made. Bookings will be acknowledged in writing or by email with course joining details.
- 3. The booking is provisional until the booking form and deposit is received. Provisional bookings are held for 7 days. After 7 days, the booking may be cancelled and we reserve the right to resell the place.
- 4. The minimum age for all courses is 18 unless accompanied by a parent or guardian.
- 5. If the course is offered outside the UK, you undertake to have and take any inoculations or medication that are necessary for that country, before and whilst travelling. Please ensure you bring personal medication and ensure the instructor knows about any medical or physical condition that may affect you on the course.
- 6. Course enrolment does not mean that you automatically get a certificate. Students will be trained and debriefed to ensure everyone achieves their potential on the course but this may not mean that you receive a RYA certificate.
- 7. We welcome feedback, positive or not, as it is an opportunity for us to improve. Initially, please voice any concerns at the time to the skipper or Chief Instructor so that they can be quickly addressed. In case you have any complain you want to share to the RYA, you can email to: <a href="mailto:Training@rya.org.uk">Training@rya.org.uk</a>

## Payments:

- 8. A 25% non-refundable deposit per person is required at the time of booking.
- 9. Settlement must be made 28 days before the commencement of the course; otherwise we reserve the right to resell the course.
- 10. If you book by telephone you are fully liable for the amounts whether you confirm in writing or not.

## Cancellations:

- 11. If you need to cancel your place on a course, please let us know as early as possible and confirm in writing the same day. The following refunds will be made:
- Cancellations made more than 28 days before the start of the course – Full refund less deposit.
- Cancellations made less than 28 days and more than 14 days before the start of the course – 50% of the course fee
- Cancellations made less than 14 days before the start of the course – No refund.
- 12. We reserve the right to cancel a course should the numbers fail to reach a viable minimum number. A transfer or full refund will be made. Liability and Insurance:
- 13. Clubyachting, its servants, agents and employees

are not under any liability whatsoever in respect of loss or damage to personal effects or belongings howsoever caused, whilst attending a course. Consequently, irrespective of the legal basis on which any claim against us is made (except for claims for death or personal injury arising from our negligence) our total aggregate liability shall be limited to the sum of all payments received by us at the date of the incident or event giving rise to liability.

14. We shall not be liable to you in any circumstances

for any consequential, special, exemplary or indirect losses costs or damages whether or not they might have been foreseeable, or for any damages costs or losses attributable to lost profits or opportunities.

- 15. You agree that if, as a matter of law, any of our directors, employees, consultants or agents would otherwise owe you a duty of care that duty is excluded from our Contract with you. You agree that you will not bring any claim against any of Clubyachting's director, employee, consultant or agent for any matter arising in any way out of us or the consultant providing the services to you.
- 16. Accordingly any claim you wish to make can only be made against Clubyachting and not against any director, officer, employee, servant, agent or consultant.
- 17. We strongly recommend you take out Travel Insurance to cover loss of gear, medical expenses, cancellation etc.
- 18. A copy of the Clubyachting Complaints and Appeals procedure is available on request.