



# BOOKING CONDITIONS: - GENERAL



Club Yachting is registered with the Royal Yachting Association ('RYA') and approved to offer:

- RYA practical courses for sail, motor and powerboat
- Other practical courses designed by Club Yachting listed on [our website](#)
- Shorebased theory (classroom based Day Skipper, Coastal Skipper / Yachtmaster and Yachtmaster Ocean)
- Other specialist courses including Diesel Engine, First Aid, Sea Survival, ISAF Offshore Safety, RADAR, and classroom based VHF (SRC)
- On-line Professional Practices and Responsibilities (PPR) provided by the RYA.

On-line Day Skipper, Coastal Skipper / Yachtmaster and Yachtmaster Ocean supplied by Club Yachting and provided by Navathome are under separate [terms and conditions](#).

**Please read these Booking Conditions carefully. When you book with us you are entering into a contract, which binds you and us as detailed below. You will see we have clearly set out the booking conditions with the list of responsibilities and commitments we have towards each other.**

## 1. Terms

All terms are for RYA or other Courses for the yacht based, classroom based and on-line as equipped and described.

Prices include tax relevant to the business, country and currency you are transacting with. The tax rate applied will be the rate applicable at the time of raising an invoice. This rate is subject to change if the rate or application of the tax changes. In the event of a change in the rate of tax during the term of the contract, new invoices will be supplied at the new amount of tax unless you have paid for the course in full prior to the date of the change. Our invoice and booking acceptance is not a tax invoice.. We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

You will complete and return a booking form prior to joining us.

## 2. Booking Confirmation

A binding contract between us will commence upon receipt of your deposit. Once received, we will where possible issue you with a 'booking acceptance'. The contract will be subject to Hong Kong law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of Hong Kong. In all cases these Booking Conditions form the basis of your contract.

## 3. Booking Monies

'Cost' will be defined as the full payment due to us for the course (s) you have chosen.

'Start Date' will be defined as the date your specific module commences.

50% of the agreed Cost is due upon booking the respective course.

The balance of the Cost is payable by you four weeks before the Start-Date.

For bookings made within eight (8) weeks of the Start-Date the full cost will be due at the time of booking.

We reserve the right to pass on to you any bank charges and other costs we incur relating to your booking. Any payment by Credit Card will incur an extra charge of 1.9 % of the Cost.

## 4. Changes by You

Once we have confirmed a booking, should you subsequently require us to amend your booking, a fee of £50 / €50 per change will be charged.

You may transfer your booking to an alternative client (introduced by you) at any time providing you notify us and we agree. There will be an administration fee of £50 / €50 for

this transaction and all Costs remain payable by you until they have entered into a binding contract with us..

**Note:** Bookings may not be transferred to other parties following any notification of cancellation (see 5 below).

## 5. Cancellation by You

Contact us **immediately** if you have to cancel. Your cancellation is effective from the date we receive your written notification. We will, where possible, acknowledge your cancellation in writing. If you cancel, you are still liable for the payment of your Cost. We will endeavour to resell your space. If we are able to do so before your balance falls due, you will only lose your booking deposit and be charged a cancellation fee of £100 / €100. If we are able to resell after you have paid your balance, we will refund your balance less a cancellation premium up to a maximum of the charges we are liable to pay for our costs of reselling.

Your Travel Insurance, as stated above, may cover all or part of your liabilities

## 6. Damage, Breakdown and Defects

No liability can be accepted by us for loss or damage or expense which occurs as the result of any defect or breakdown occurring, unless this is caused by proven reason of the failure of Club Yachting to adequately maintain the boat in a fit state and condition, or is caused by the acts or defaults of us or our employees.

## 7. Boat Layout

Plans of boats featured are for general guidance only. They are not to scale and some boats may have minor variations. Some boats have steps, which may not be shown on the plan.

**If you are infirm or disabled you should enquire as to the suitability of our boats or the course when booking.**

## 8. Availability

Your booking is accepted on the basis that boats will be available for your use in accordance with these Booking Conditions on your agreed Start Date. Unfortunately, this is occasionally not possible. If boats are not available, this will be due to events beyond our control (see 9 below). If a boat is not available we will do our best to re-arrange your module.

## 9. Events Beyond Our Control

Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Booking Conditions, this means any event(s) or circumstance(s), which we could not, even with all due care, foresee or avoid.

Such events include, but are not limited to, the following:

- destruction or damage of our boats (which cannot reasonably be remedied to a satisfactory standard before the start of your module);
- mechanical breakdown or other mechanical or technical problems affecting our boats (which cannot reasonably be remedied to a satisfactory standard before your Start-Date);
- flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or navigational equipment which prevents or affects you taking your module;
- adverse weather conditions and tides;
- shortage or non-availability of fuel for our boats;
- late return by previous clients;
- industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.

We regret that we can accept responsibility, or pay any compensation, costs or expenses (or you otherwise suffer any loss or damage) as a result of these events beyond our control.

## 10. Any Shortcomings

**You must notify any shortcomings with your module or boat immediately so that remedial action, if appropriate, can be taken.**

If a significant problem is not resolved to your satisfaction, please let us know as soon as possible.

For all complaints and claims which do not involve personal injury, illness or death, we regret we cannot accept any liability if you fail to notify us during your module.

### **11. Liability**

Except where otherwise specified in these Booking Conditions, Canaries Seaschool SLU cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than proven negligence by us or our employees.

This clause does not attempt to exclude negligence or breach of statutory duty.

### **12. Personal Travel Insurance**

All clients are required to take out Travel Insurance. If you need guidance on a policy please contact us.

### **13. Data Protection Policy**

In order to process your booking, to ensure that your arrangements run smoothly and to meet your requirements, we need to use the information you provide.

We take full responsibility for ensuring that proper measures are in place to protect your information. The information may also be provided to security, credit checking companies or public authorities such as customs/immigration if required by them, or as required by law.

We will not pass any information you have given us onto any third party who is not responsible for all or part of your booking.

You are entitled to a copy of your information held by us. We will hold your information and may use it to inform you of offers in the future. If you do not wish to receive such approaches in the future, please confirm to us in writing.

### **14. Course Content**

'Course' will be defined as any booking made through us for an RYA course (practical, theory or online); a racing event, mile-building or a skippered holiday.

We undertake to provide the course as per the details outlined on our website but we do reserve the right to amend the content from time to time without prior notification to you.

All boats we use for RYA courses are registered with, and approved for use by, the RYA.

All our courses include the following:

- tuition from an experienced RYA Instructor;
- all of our courses are overseen by our Chief Instructor, who is also an RYA Examiner;
- 6 days of tuition per week;
- freshly laundered sheets, duvets and towels (except in the Mediterranean);
- light weight waterproofs;
- food and drink whilst sailing – breakfast and lunch plus evening meals when sailing late (after 21:00) and a glass of wine or a beer after a day's sail;
- all mooring fees, diesel and gas – no hidden extras;
- accommodation throughout the course is provided. This will be ashore for theory weeks and in your own bunk when sailing. Apart from 'mile building' weeks (see note below) you will not be asked to share a berth. If you wish to guarantee your own cabin then you may do so for an additional fee.

Note – for mile building, race training or racing weeks, we may ask you to share a berth with a lee cloth between you. For racing more sailors are required to sail the boat efficiently and for mile building you will be often doing overnight passages and watch keeping. All berths comply with the sizes laid down by the Maritime Labour Convention ('MLC').

We do not include: flights, travel insurance or evening meals ashore, nor any exam fee payable to the RYA.