

## **Powersail Training Ltd**

### **Terms and Conditions**

#### **1 Bookings**

No booking will be final until a correctly completed Booking Form has been received by Powersail Training Ltd along with the relevant deposit or full payment as appropriate as per clause 2 (Payment). Provisional bookings are not taken. All alterations and/or discounts must be agreed at the time of booking.

#### **2 Payment**

Courses/cruises booked six or more weeks before the start date require a deposit of 25% of the full fee at the time of booking, with the balance due six weeks before the start date. Courses/cruises booked less than six weeks before the start date require payment in full at the time of booking. Payments should be made by cheque, made payable to Powersail Training Ltd.

#### **3 Confirmation of booking**

Powersail Training Ltd will confirm your booking in writing, usually within fourteen days of receipt of your Booking Form and deposit or full payment if less than six weeks before the start date. Included with the booking confirmation will be our General Notes and Joining Instructions.

#### **4 Cancellations/refunds**

If you cancel for any reason six or more weeks before the start date we will refund any money paid less the deposit. If you cancel for any reason less than six weeks before the start date or during the course you remain liable for the full amount, unless we manage to fill your berth, in which case we will refund any money paid less the deposit.

#### **5 Non-payment of balance**

If you book and pay a deposit more than six weeks before the start date, but do not send the balance due six weeks before the start date, we will attempt to contact you once to request the balance. If we still do not receive the balance as requested (or are unable to contact you for whatever reason) you be deemed to have cancelled six weeks prior to the start date, and a refund (if appropriate) will be made in accordance with Clause 4 (Cancellations/Refunds).

#### **6 Alterations**

We will endeavour to accommodate any amendments or alterations you may wish to make to your booking, but cannot guarantee to do so. All requests for alterations or amendments must be confirmed in writing by you, and will only become effective once agreed and confirmed in writing by us.

#### **7 Delay/non-arrival by you**

In the event that you are delayed or unable to join, please let us know as soon as possible. Provided the delay is less than 12 hours, we may be able to wait and/or make arrangements to pick you up at the original departure point. Delays greater 12 hours will normally mean that you have to make your own arrangements at your own expense to join us wherever we are at the time.

#### **8 Under 18's**

We welcome unaccompanied 16-18 year olds provided the Booking Form is signed by a parent or guardian, stating this fact after the signature. 12 - 16 year olds may, at our discretion, be accepted if accompanied by a parent or guardian.

## **9 Insurance**

Powersail Training Ltd carries all normal insurance for the vessel, instruction and public liability. However we strongly recommend you take out Travel Insurance to cover your own personal requirements (e.g. illness/accident, medical expenses cancellation, loss of/damage to possessions etc). You will normally be able to arrange this insurance easily and cheaply through any reputable insurance company/broker.

## **10 Breakages and/or damage**

Any breakages and or damage however caused must be notified to the skipper immediately for safety reasons. You will be liable for any loss or damage to the vessel and/or her gear, up to an including the first £100 per item.

## **11 Skipper's decisions**

In all cases at all times the skipper's decision is final. In the event that a crew member disagrees with the skipper, the skipper shall take whatever action he/she deems necessary for the safety, well being and good conduct of the vessel and her crew. In the event that the crew member is placed ashore, no further liability shall attach itself to the skipper or Powersail Training Ltd for any expenses or unused portion of the course/cruise fee paid by the landed crew member.

## **12 Life on board**

All crew members are expected to participate fully in all aspects (including cooking, cleaning and routine maintenance) of the running of the vessel as required by the skipper.

## **13 Choice of practical course**

Every attempt will be made at the time of booking to allocate students undertaking practical courses to the appropriate course for their current level of ability. On occasions however students may for whatever reason be allocated to a course above or below their current level of ability. In such circumstances the skipper/instructor reserves the right to allocate the student to a more suitable practical course.

## **14 Issue of Practical Course Certificates**

We endeavour at all times to discuss your progress on practical courses with you, so you should always be aware of how things are going. RYA Practical Course Certificates will be issued to all students who satisfactorily complete a course. The skipper/ instructor reserves the right to issue an alternative certificate (or no certificate at all) in the event that the skipper/instructor considers that the student has not satisfactorily completed their intended course. In such circumstances the skipper/instructor will provide the student (providing the student so wishes) with a full verbal de-brief as to why the skipper/instructor has reached the decision he/she has.

## **15 Cancellation by us**

If for whatever reason we are unable to run or continue to run a course/cruise we will inform you as soon as possible after we are aware of the situation. We will refund all money paid by you to us (pro-rata if a course/cruise is cancelled whilst in progress), after which no further liability will attach to us.

## **16 Adherence to schedules**

Whilst we make every attempt to adhere to planned and published schedules (including dates, destinations and sea miles), the nature of the marine environment (including adverse weather and other operational concerns) may mean that on rare occasions this may not be possible.

## **17 Late return from a course/cruise**

In the event of a late/delayed return from a course/cruise for whatever reason, crew may elect to either (a) remain on board at Powersail Training Ltd's victualling expense until the vessel achieves her intended destination or (b)

return home, if practical, at their own expense. No further liability will attach itself to the skipper or Powersail Training Ltd in such circumstances.

### **18 Health**

Sailing can sometimes be a demanding physical sport and unless otherwise agreed in writing with us beforehand you need to be reasonably healthy and reasonably fit to take part. You must therefore complete the Health Section of the Booking Form honestly. The listed illnesses do not necessarily preclude you from taking part - but we do need to know.

### **19 Disclaimer**

All students/crew members participate in all course/cruise activities at their own risk. No liability whatsoever is accepted by the skipper or Powersail Training Ltd for any personal injury, loss or damage to effect howsoever caused whilst you attend a course/cruise.

### **20. Force Majeur**

In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatever beyond the control of Powersail Training Ltd including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or part of it, natural disaster or any act of authority, Powersail Training Ltd shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client. The client shall be liable to pay such part of the price as applicable to that part of the booking which has been performed (if any), and all expenses connected with it, and anything in excess (limited to the course fees received) already paid by the client shall be refunded. Powersail Training's determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.

### **21 Complaints/Disputes**

Any complaint or dispute should be brought to the attention of the skipper or principal at the earliest opportunity to be resolved. In the event of a dispute not being settled by mutual agreement, it is agreed that this agreement (contract) shall be subject to British Law. This shall be the case even if the dispute arose outside British territorial waters.

### **22 Own Boat Tuition**

All the above conditions also apply to Own Boat Tuition. In addition, the owners will be required to:

- Ensure the yacht is equipped appropriately and is maintained in a proper and seamanlike condition for the intended sailing area.
- Ensure the yacht is fully insured for the duration of the instruction.
- Provide all traveling and out of pocket expenses for the Instructor from Dartmouth or Cardiff, whichever is the least.
- Retain responsibility for the safety of the yacht throughout. The Instructor will not take on the skipper's responsibilities, he will however advise the owner on all safety matters.
- Powersail Training Ltd will make every effort to ensure that the course takes place as planned. However, if in the Instructor's opinion weather conditions, safety, or any other consideration renders it imprudent to continue, then the Instructor's decision is final. Powersail Training Ltd does not accept liability for the consequences of delay or cancellation in any circumstances.

### **23. Photography**

During courses, photographs may be taken. Names of persons photographed will not be released. No payment, or reward will be payable at any time for the use of these photos. If you do not agree to our having sole copyright and permission to use them in full, or in part, as we see fit, then please initial here \_\_\_\_\_ .

## 24. Data Protection

Powersail Training will not pass or sell on any of your personal details to any third party with the exception of the Royal Yachting Association for the purposes of certification registration only. By making a booking with us you will be added to our mailing list to receive latest news and offers, you will have the opportunity to opt out if you wish via these mailings. We will hold your personal details on a secure server in order to keep information regarding your past and future bookings. **Students completing a course via ryainteractive.org:** To enable access to your online course we need to share some of your personal data with the RYA via your user profile in [www.ryainteractive.org](http://www.ryainteractive.org). This learning management website is hosted and maintained by a third party called Learning Pool, who will not use your personal information for any reason other than enabling your course. Your name and email address will be entered on [www.ryainteractive.org](http://www.ryainteractive.org) in order to create your user account. On your first access to the site, you will be asked to enter your address and date of birth. You will have access to the site for one year in order to complete your online course. During this period, your personal information will be held on the website by Learning Pool and be available to Powersail Training Ltd and the RYA for the purpose of managing your course. Instructional support will be provided by Powersail Training Ltd for a period of 1 year from the date of your course booking. On completion of your course, your name, email, date of birth and address will be transferred to the RYA's central database for the purpose of recording details of the course and any certification you gain as a result of it. This information allows the RYA to record your certification, to update any records they may already hold about you or your qualifications and to verify your certificate if required. After one year from the date of your enrolment on the course, your user account will be removed from [www.ryainteractive.org](http://www.ryainteractive.org). Full details of how the RYA will deal with your personal information will be displayed when you first access [www.ryainteractive.org](http://www.ryainteractive.org).

**Powersail Training Ltd May 2018**