

These booking terms and conditions will form part of your contract with "Universal Yachting Limited" trading as "Universal Sailing School Ltd" (registered office: Commonsides House, 5 Commonsides, Westbourne, Emsworth, West Sussex, PO10 8TA) for all the arrangements you book with us.

## Booking & Payment

At the time of booking, the student shall pay to Universal Yachting Ltd the 25% deposit or full payment (if booking made within 6 weeks of the course starting), on returning the booking form at which time these Terms & Conditions shall become binding.

We will send you a confirmation invoice with the costs and details of your course. It is your responsibility to check the details on the confirmation invoice and to inform us of any discrepancies immediately.

The balance of your course must be paid at least 6 weeks before your course start date. If the balance is not paid on time we may cancel your place on the course and apply the cancellation charges set out in the paragraph headed "Cancellation or Amendment" below. The course deposit is non-refundable unless we are unable to honour your original booking request.

## Booking Procedure & Requirements

At the time of booking we will send the following:-

- Booking Form - to be completed, signed & returned, together with your 25% deposit or full payment if within 6 weeks of the course starting
- Terms & Conditions
- Details of Course booked

6 Weeks before the start of your course we will send the following:-

- Final balance reminder
- Course Joining Instructions

## Cancellation or Amendment

In the event of the student cancelling the booking **more than 30 days** prior to the course start date, Universal Yachting will be entitled to keep the deposit and refund any balance to the student.

In the event of the student cancelling the booking **within 30 days** prior to the course start date, the course fees are not refundable. If we are able to re-book the place on that course, a proportion of the course fee may be refunded at the discretion of Universal Yachting Ltd.

Cancellation must be received in writing.

Universal Yachting may cancel the booking at any time upon repayment to the student of all sums already paid. Refunds will be limited to course fees paid.

If you wish to make any amendments to your course booking, i.e. change of date, we will make every effort to accommodate this but any changes may be subject to a sum of £20 to cover our administrative costs. Requests for amendments must be made in writing.

## Obligations of the Student

- The details provided by the student on the booking form are complete and accurate.
- To ensure they do not take any action, which jeopardises the safety of fellow students, skippers or vessels.
- The student undertakes to comply with all seagoing rules and regulations currently in force and to obey the reasonable requests of the Skipper.
- To observe standards of personal conduct which will not be considered offensive by fellow crew members or neighbouring vessels.
- Smoking is not permitted on or near any Universal Sailing School vessel or while handling sails.
- Not to bring aboard any restricted or illegal goods such as drugs, firearms or explosives.
- No animals or pets may be taken aboard.
- In the event of unacceptable behaviour, Universal Yachting reserves the right to terminate the offending student's course. Under such circumstances fees will not be refunded.
- Students must not be under the influence of alcohol or any other substance at any time throughout the course, a zero tolerance policy will be adopted.

### **Obligations of Universal Yachting**

- To deliver the yacht in good and seaworthy condition complete with all items stated in the yacht's inventory and fully compliant with MCA/RYA regulations.
- To provide a fully qualified Skipper to deliver the course syllabus laid down in the RYA G15 log book.
- To insure and keep insured the yacht against fire and all usual marine and collision risks and including third party risks to such an extent as Universal Yachting in its absolute discretion shall deem appropriate. Such insurance policy does not cover injury to or loss of life of any person on board against which the student should insure prior to the course start date.
- If during the course the yacht shall be damaged or there is a breakdown of the gear or machinery and the yacht is unfit for use, Universal Yachting will endeavour to provide an alternative yacht to enable the course to continue. If an alternative yacht cannot be found, then the course may be rescheduled to another date to suit all parties. Engine breakdown in an auxiliary yacht does not make the yacht unfit for use under this agreement.

### **Certificates**

Universal Yachting applies RYA guidelines on the issue of certificates. Certificates will not be issued if, in the opinion of the instructor, the client has not reached the necessary standard. In such circumstances the instructor will work with the student to develop an action plan to help the student meet the required standard in the future.

### **Age Limits**

Students under 16 must be accompanied by a parent or guardian. Students between 16 and 18 must have their booking form countersigned by a parent or guardian.

### **Complaints**

Should you have reason to make a complaint, please make it known to your instructor at the earliest possible time. We would like the opportunity to deal with any complaints at the time they arise so we can rectify them immediately. Should you feel your complaint was not dealt with satisfactorily please contact the Sailing School Principal, Chris Warwick on tel: 07798 563860. All complaints will be recorded to enable us to monitor our performance. If you are still not satisfied with the way your complaint was dealt with you may refer your complaint in writing to the Training Manager, Royal Yachting Association, RYA House, Ensign Way, Hamble, Hampshire, SO31 4YA.

### **Insurance**

All our yachts are fully insured against accident, third party liability and personal injury arising from neglect by Universal Sailing School. We accept no liability for personal accident or loss or damage to the property of the client.

### **Health**

Sailing is an activity sport and it is the responsibility of the students to ensure they are healthy and fit to take part. Please check with your GP if you are in any doubt. If for whatever reason, the skipper has to put a student ashore or administer medical aid, Universal Yachting Ltd or its skippers or other employees accept no liabilities. If a health condition arises that prevents a student from taking part in a course, this shall be regarded as cancellation by the student and the cancellation procedure above will apply.

### **Swimmers**

It is strongly recommended that all those participating in the sport of sailing should be able to swim. It is essential the instructor in charge of the course should know if any students are non-swimmers and should require non-swimmers to wear life jackets at all times when on deck or in a dinghy.

### **Late Arrivals**

Universal Yachting will make every effort to revise sailing timetables to accommodate late arrivals. However, if such delays affect other students' courses, the skipper may decide to sail without the delayed student. In such cases, no refund will be given.

### **Weather**

Should the Skipper determine the weather to be unsuitable or dangerous for sailing, he may take the decision not to sail the yacht in these conditions. Students must respect his decision, even if this may lead to postponement or, in extreme cases, cancellation of the course.

### **Force Majeure**

No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations hereunder by any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

### **Law & Disputes**

This Agreement is subject to English law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation. If such negotiation fails, any dispute arising under this Agreement shall be submitted to the jurisdiction of the Courts of England and Wales.