

# Salcombe Dinghy Sailing

## 1) Your Contract

Please read carefully the Booking Conditions as this forms the basis of your contract with Salcombe Dinghy Sailing Ltd and sets out the respective rights and obligations of both parties. In the following Booking Conditions 'you' means the client and 'we' or 'the Company' means Salcombe Dinghy Sailing Ltd.

## 2) To confirm your booking

Once you have booked and paid the deposit, we will issue a Confirmation of Booking within 7 days. A contract will then exist between us.

## 3) Price

Once you have booked, the agreed price of your booking is fully guaranteed by Salcombe Dinghy Sailing Ltd and will not be subjected to any surcharge provided you meet the payment schedule. This does not apply to invoice errors or government action.

## 4) Schedule of payments

We require a 25% deposit per person. The Final Balance is due 56 days prior to your first tuition or hire date (or at the time of booking, whichever is later).

NOTE: the date your Final Balance is due is shown on our Confirmation of Booking and we will send you a reminder. If any payment due is not received in full and on time we reserve the right to treat the booking as cancelled by you.

## 5) Cancellations

You or any member of your party may cancel your booking at any time. Written notification from you (the Client) must be received at our office. To cover our expected losses there is a set scale of charges that applies.

The date of cancellation is the date of the receipt of written advice to the Company's office.

NOTE: if the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges i.e. necessary cancellation due to injury or illness etc.

*Cancellation charges are payable as follows:*

Time before start date – Cancellation Charge

More than 180 days - £50

180 – 56 days - cost of the deposit

56 – 29 days - 50% of the total booking cost

28 – 22 days - 70% of the cost of the booking

21 – or less – 100% of the cost of the booking

## 6) Alterations

The Company will, wherever possible, try to arrange any alterations, you may request after the contract is formed. Alteration requests must be made in writing to the Company by the Client. Any new persons added to the booking will be treated, for the purposes of these terms and conditions, as if they had been named on the booking form when originally signed. Any persons removed from the booking form will be treated as cancellations and Section 5 above applies.

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## 7) Company alterations

The arrangements detailed in this booking are given in good faith at the time of printing, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate. No employee or representative of this Company has the authority to verbally vary these terms and conditions and other Company literature or to enter into verbal agreements with clients of the Company. No variation in these conditions or otherwise in the terms upon which a booking is made and no promise to refund money paid to the Company shall be valid unless in writing and signed by a Director of the Company.

If we make a major change to your booking, we will inform you as soon as reasonably possible. In this unlikely event, you will be offered a transfer to an alternative date or a full refund.

## 8) Images

From time to time authorised parties may carry out photography and/or video recording. You agree that we may use such images in promotional, advertising or publicity material in any format whatsoever. You further agree that copyright rests with such authorised parties.

## 9) Insurance

We strongly recommend that you are insured for your tuition/course. It is your responsibility to ensure that your policy includes cover for cancellation, emergencies and the water sports activities in which you will be participating.

Salcombe Dinghy Sailing Ltd holds full Public Liability Insurance.

## 10) Force majeure

The Company reserves the right to cancel/curtail your tuition/hire due to circumstances amounting to Force Majeure - these include, but are not limited to, war, riots, government action, terrorism, fire, weather conditions, strike action and all similar events outside the Company's control which prevent or affect the Company's contractual obligation. Where such circumstances occur the Company will not be liable to pay you refunds or compensation.

## 11) Restrictions

Salcombe Dinghy Sailing Ltd and its staff are responsible for the safe conduct of your tuition/hire and may vary the itinerary to that end. They alone shall decide whether or not the water sports activities are available or conditions are safe to use a particular craft. It is not permitted for any Salcombe Dinghy Sailing craft to do night sailing or partake in any third party race without the prior written approval of the Company. The Company cannot be held responsible for loss of use of watersports equipment due to adverse weather conditions.

## 12) Company liability

The Company accepts responsibility should any of the services which we are contractually obliged to provide prove deficient or not of reasonable standard. This includes responsibility for the acts or omissions of any of our employees, subcontractors and suppliers. Save that as detailed below, no liability is accepted for death, injury or illness.

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The Company does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of the Company, employees, suppliers or subcontractors. In addition, the Company is NOT liable for death, injury or illness caused by an activity outside of the Company's activities.

The Company cannot accept liability for causes of dissatisfaction that are not notified to us, in writing, within 28 days of completion of the tuition/hire.

## 13) Person authorised to make the booking

The Client is responsible for seeing that all members of their party are physically fit to take part in the course or watersports activities and can swim 50 metres in light clothing. All adults accompanying a party agree to be responsible for the good behaviour of those in their party and will adequately supervise their own party. Where damage is caused to the Company's equipment e.g. boats, sails etc. as a result of wilful damage by a party member under the influence of drink or drugs, or as a result of a party member not obeying the Company staff's instructions, then the person will be responsible for the full amount of the repair or replacement. The Client is responsible for providing (on the Booking Form) the Company with any known potential medical conditions that may affect the personal safety of any party members and for notifying, in writing, the Company of any special needs of any party members.

## 14) Termination of booking

We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of the Company staff or other responsible person whose behaviour in their opinion is likely to cause distress, damage, danger or annoyance to other clients, staff, and any third party or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you.

## 15) Complaints

Our aim is to give you an enjoyable and trouble-free tuition or hire. If you do have a problem or complaint it is important and in your own interest to tell a relevant member of the Salcombe Dinghy Sailing watersports staff immediately so that steps can be taken to resolve the matter on the spot. We strongly recommend that you communicate any problem to our Directors without delay and complete a report. If you do not, we will have been deprived of the opportunity to investigate and rectify your complaint. This may affect your rights under this contract. The Company will make every effort to provide suitable alternatives but will not be held liable for changes made by outside influences. Disputes arising out of, or in connection with this contract that cannot be amicably settled may be referred to arbitration, if you so wish, under a special scheme that is administered quite independently by the Chartered Institute of Arbitrators.

## 16) Equipment

All the dinghies, and powerboats used by our centre are of an approved design suitable for teaching. All buoyancy aids are of an approved design.