

# Salcombe Dinghy Sailing

## Terms and Conditions of Booking

**PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY BEFORE COMPLETING YOUR BOOKING AS THEY FORM THE BASIS OF YOUR CONTRACT WITH SALCOMBE DINGHY SAILING LIMITED.**

### **1) Interpretation of your contract**

1.1 The following definitions and rules of interpretation shall apply in these conditions:

"Conditions" means these terms and conditions for the provision of Services;

"Contract" means the contract between Salcombe Dinghy Sailing Limited whose registered office is 33 Cotmore Way, Chillington, Kingsbridge, Devon TQ7 2HU, company number 09003049 and the Customer for the provision of Services;

"Customer" means any person, member, company, firm or other legal entity, including any employees, agents or sub-contractors which places an order or purchases a Service from Salcombe Dinghy Sailing Limited;

"Service" means any course, service or facility offered by Salcombe Dinghy Sailing Limited to the Customer.

1.2 Where the Conditions refer to "The Company, We, Us, or Our", this shall mean Salcombe Dinghy Sailing Limited (together with its employees, agents and contractors). Where the Conditions refer to "You, Your, or Yourself", this shall mean the Customer (or the organisation you represent or work for).

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation. Words in the singular shall include the plural and vice versa.

1.4 A reference to a law is a reference to as it is in force for the time being including any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any reference to "writing" or "written" includes faxes and email.

### **2) Confirmation of your booking**

2.1 The Customer may make a booking with The Company by telephone or email. Please note that places cannot be provisionally booked. Bookings cannot be accepted without appropriate payment.

2.2 Once you have booked and paid the appropriate deposit in accordance with clause 4 of this Contract, we will issue a Confirmation of Booking within 7 days. A contract will then exist between us and these Conditions shall be incorporated into the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification, or other document).

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2.3 No employee or representative of The Company has the authority to verbally vary these Conditions or to enter into verbal agreements with Customers.

2.4 These Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any purchase order, confirmation of order, specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

## **3) Price**

Once you have booked, the agreed price of your booking is fully guaranteed by Salcombe Dinghy Sailing Limited and will not be subject to any surcharge provided you meet the payment schedule in section 4 below. This does not apply to invoice errors or government action.

## **4) Schedule of payments**

4.1 We require a deposit of 25% per person.

4.2 The Confirmation of Booking will show the remaining monies due to be paid (the Final Balance). We will send you a reminder. The Final Balance is due 56 days prior to your first tuition date (or at the time of booking, whichever is later).

4.3 If any payment is not received in full and on time, we reserve the right to treat the booking as cancelled by you.

4.4 Payment will only be accepted by credit and debit card. Those accepted are Visa Debit, Visa Credit, Mastercard and American Express.

## **5) Cancellations by customer**

5.1 You or any member of your party may cancel your booking at any time. Written notice from you must be received at our registered office, as stated in section 1.1 above and can be by post, fax or email. The date of cancellation is the date of receipt of the written notice to the Company's registered office. No promise to refund money paid to The Company shall be valid unless in writing and signed by a Director of The Company.

5.2 To cover our expected losses, a cancellation fee will be charged as follows:

5.2.1) More than 180 days - £50

5.2.2) 180 – 56 days – cost of the deposit

5.2.3) 56 – 29 days – 50% of the cost of the booking

5.2.4) 28 – 22 days – 70% of the cost of the booking

5.2.5) 21 days or less- 100% of the cost of the booking.

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5.3 Where a Customer cancels with 21 days or less notice, The Company may at its discretion offer a refund where it is able to refill the place/s.

5.4 Any refund payable under this Contract shall be subject to an administration charge of £20. An additional fee of 2 % of monies paid is also payable if you book by card.

**NOTE: You are strongly advised to obtain insurance and the reasons for your cancellation may be covered under the terms of your policy. In this case, you may be able to reclaim these charges from your insurer.**

## **6) Cancellations by Salcombe Dinghy Sailing**

6.1 The arrangements detailed in the booking are given in good faith at the time the Contract is made, but we reserve the right to provide comparable alternative arrangements if operational or other considerations dictate. The Company reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions or operational reasons e.g. staff illness.

6.2 The Company reserves the right to cancel a course/event at not less than seven (7) days' notice where it believes, in its reasonable opinion, that there are insufficient numbers for the course/event to take place.

6.2.3 Where we cancel a course/event, you will be offered a transfer to an alternative date or a full refund of all monies paid.

## **7) Amendments to bookings by customer**

7.1 The Company will, wherever possible, try to arrange any reasonable alterations you may request after the Contract is formed. Alteration requests must be made in writing and sent, at least 7 days prior to the commencement of the booking, to The Company's registered office.

7.2 Any new persons added to the booking will be treated, for the purposes of these 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 shall apply.

7.3 Any new person added must satisfy the health requirements set out in section 12 below.

## **8) Images**

8.1) Photographs or video clips taken on our courses may appear in our brochures and marketing materials or on social media. If Customers do not wish to be photographed or filmed this should be raised at the time the booking is made.

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8.2) The copyright and all other intellectual property rights in the products and services shown in The Company's brochures, website and other materials shall at all times remain the property of The Company.

## 9) Data protection

We take the security of personal data very seriously and we are committed to ensuring that we safeguard your personal data at all times and in the best way possible. We will always comply with the General Data Protection Regulation (GDPR) when dealing with your personal information. For the purposes of GDPR, we will be the 'controller' of all personal data we hold about you. Please refer to our Data Privacy Policy on our website to find out what data we collect and how it is used.

## 10) Important - 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 holds full Public Liability Insurance.

## 11) Safety and behaviour

11.1 Safety is of paramount importance on all our courses/events. Water sports are hazardous by their nature and participants, parents or guardians must accept that there are inherent risks during such activities. In providing a safe system of work and to manage associated risks:

11.1.1 we only employ staff trained within national governing body guidelines;

11.1.2 we provide a range of quality personal protective and safety equipment for participants' comfort and safety;

11.1.3 we provide appropriate equipment for your course;

11.1.4 we teach to national governing body recommendations and guidelines, in small groups;

11.1.5 we have robust management and safety systems which have been inspected by approved bodies such as the RYA; and

11.1.6 we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.

11.2 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.

11.3 We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any Customer who is under the influence of alcohol and/or drugs or who refuses to comply with the instructions or orders of the Company's staff or other responsible person whose behaviour in their opinion is likely to cause distress, damage,

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danger or annoyance to other Customers, staff or any third party or to property. Upon such termination, the Customer will be required to leave the course and no refunds will be made and the Company will not pay any expenses or costs incurred as a result of the termination.

11.4 The Customer shall be liable for any damage or loss suffered by Salcombe Dinghy Sailing Limited as a result of disruptive behaviour.

## **12) Customer declaration**

12.1 The Customer is responsible for ensuring that all members of their party are physically fit to take part in the course or water sports activities. Whilst all members of a party will be wearing a buoyancy aid, they need to be confident in the water.

12.2 The Company reserves the right to refuse a booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the course/event.

12.3 The Customer must complete a health declaration (on the booking form) as part of the booking process. The Customer must make The Company aware of any injuries and/or illness or special needs of any party members and shall further make us aware of any injury or illness that occurs between the dates that the health declaration is completed by the Customer and course/event commencement.

## **13) Important: Salcombe Dinghy Sailing Limited's liability to you. Your attention is particularly drawn to the provisions of this condition**

13.1 This Condition 13 sets out the entire financial liability of Salcombe Dinghy Sailing Limited (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

any breach of the Contract;

any use made by the Customer of the Services;

any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this Contract.

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in these Conditions limits or excludes the liability of Salcombe Dinghy Sailing Limited: for death or personal injury resulting from negligence by Salcombe Dinghy Sailing Limited; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Salcombe Dinghy Sailing Limited.

13.4 Personal property which belongs to the Customer is at all times the sole responsibility of the Customer. Salcombe Dinghy Sailing Limited shall not accept any liability for loss of or damage caused to the Customer's personal property unless any loss or damage is due to the negligence of it or its representatives.

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## **14) Subject to condition 13:**

14.1 Salcombe Dinghy Sailing Limited shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and Salcombe Dinghy Sailing Limited's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.

14.2 For the avoidance of doubt, Salcombe Dinghy Sailing Limited shall have no liability for any loss or damage suffered by the Customer or any other person as a consequence of any negligence or wrongful act on the part of the Customer.

14.3 The Customer is advised to insure against injury or losses incurred during their booking with Salcombe Dinghy Sailing Limited and arrange suitable medical cover for such booking.

## **15) Force Majeure**

Salcombe Dinghy Sailing Limited shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of Salcombe Dinghy Sailing or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

## **16) Complaints**

Our aim is to provide you with an enjoyable and trouble-free experience. If you do have a problem or complaint, please raise it with the course instructor or relevant member of our staff as soon as possible so that steps can be taken to resolve the matter immediately or as soon as possible. In respect of RYA accredited courses, once internal procedures have been exhausted, you may contact the Royal Yachting Association, RYA House, Ensign Way, Hamble, Hants SO31 4YA, United Kingdom telephone 023 80 60 4100.

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## **17) Equipment**

17.1 Salcombe Dinghy Sailing Limited will provide each participant with a buoyancy aid.

17.2 You should provide/bring all other suitable clothing as detailed in your course joining instructions.

17.3 For the avoidance of doubt, Salcombe Dinghy Sailing Limited cannot be held responsible for loss of or damage to any personal possessions belonging to a Customer.

## **18) Applicable Law**

18.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law as applied in England.

18.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the courts in England and Wales.