

## TERMS AND CONDITIONS

### 1. Booking and payment

- 1.1 An Advance Payment of 25% of the Course Fee is due immediately to confirm your booking.
- 1.2 The Balance Payment should be paid to us no later than two weeks prior to the commencement of the course.
- 1.3 Payment can be accepted by cash, cheque, credit card (2% surcharge), debit card or bank transfer.  
Our account details: Barclays Bank PLC; A/C Name: Hamble Point Yacht Charters; A/C No: 63344223, Sort Code: 20-79-25
- 1.4 By making a booking you will be confirming acceptance of these terms and conditions. You also warrant the accuracy of all information provided by yourself, both on the Booking Form and in other communications with us.

### 2 The yacht

- 2.1 We will supply a Vessel in good and seaworthy condition in compliance with the MCA's Code of Practice for the Safety of Small Commercial Motor or Sailing Vessels equipped to the requirements of the Marine Leisure Association (MLA).
- 2.2 We will use all reasonable endeavours to deliver a Vessel for the Course in the aforesaid condition at the agreed time and place but in default, whether as a result of a breach of 2.1 or otherwise, our liability shall be limited to a return of all sums paid together with reasonable compensation for travel and accommodation costs but we shall have no further liability to you in respect of the curtailment or cancellation of the Course including without prejudice to the generality of the foregoing liability in respect of consequential or economic loss or loss of use or enjoyment.
- 2.3 We are not liable under clause 2.2 if such failure is as a result of Acts of God (eg fire, flood, earthquake, storm, hurricane, other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. If we assert this clause as an excuse for failure to perform our obligation, we must prove that we took reasonable steps to minimize delay or damages caused by foreseeable events, that we substantially fulfilled all non-excused obligations, and you were timely notified of the likelihood or actual occurrence of an event described above. Where delivery is delayed otherwise than by reason given in this clause, our maximum liability in addition to the return of all sums paid shall be limited to an amount equal to 50% of the Course Fee.
- 2.4 We shall provide an experienced Instructor suitably qualified by the Royal Yachting Association (RYA). The Instructor shall have absolute authority in matters of navigation, seamanship and safety and shall be entitled to require you to comply with all reasonable orders where you might otherwise endanger the Vessel or any person on board, or vitiate the Vessel's insurance, or prevent or be likely to prevent timely redelivery at the end of the Course or otherwise be prejudicial to our interests. The Instructor is to be responsible for the safe navigation of the Yacht and for all decisions on the operation of the Yacht and is to be the sole judge of whether it is reasonable or prudent to sail at any given time, having regard for the state of the weather and the surrounding circumstances and also whether any specified anchorage, ports or places are reasonably safe.
- 2.5 The precise specification of the Vessel may vary from the prescription given.
- 2.6 The Instructor may limit the personal gear brought on board. Personal gear is taken on board your own risk.

### 3 Insurance and Liabilities

- 3.1 We warrant that the Vessel and her equipment shall be insured on the terms of the Institute Yacht Clauses or on comparable terms for her full value with third party damage cover of no less than £3,000,000.
- 3.2 Neither the Instructor nor we shall have any liability for death or personal injury suffered by you unless caused by our or the Instructor's negligence or wilful default.
- 3.3 You shall do nothing that may vitiate the Vessel's insurance or prejudice our right to claim thereunder. You shall give immediate notice to us of any event likely to give rise to a claim under the Insurance.
- 3.4 In the event of major damage to the Vessel during the Course involving a claim on the Vessel's insurance or in the event of a breakdown of gear or machinery rendering the Vessel unseaworthy or unusable, then where possible an alternative suitable Vessel will be provided. In the unlikely event that this is not possible then the Course will be extended or rescheduled by the period of such enforced unfitness, provided that you did not cause or contribute to the damage or breakdown and provided also that we shall not be liable to you for any other compensation in respect of damage or breakdown whether in respect of consequential or financial loss or otherwise, save where damage or breakdown is caused by our negligence and results in death or personal injury. This clause shall not apply to the breakdown of any power source contained in the Vessel.
- 3.5 Although the yacht is fully insured (details on request), we strongly recommend that you have personal insurance providing cover against personal accident, medical and emergency expenses, loss of baggage, personal effects and money, cancellation and travel disruption.

### 4 Participant's Obligations

- 4.1 You warrant that you have the experience and competence described on the Booking Form. Further, you warrant your medical fitness for the passages and other activities envisaged hereunder.
- 4.2 You shall give the Instructor such assistance as shall reasonably be required in handling the Vessel and shall comply promptly with the instructor's instructions.
- 4.3 You shall take all reasonable care of the Vessel and its equipment. You will be liable for any loss of or damage beyond fair wear and tear caused by himself to any of the linen, bedding, crockery, cutlery, glassware, carpets, upholstery, furniture and all other stores, gear equipment and furnishing belonging to the Vessel.
- 4.4 You shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.

### 5 Notice of Withdrawal

- 5.1 Should you give written notice to us of your withdrawal from the Course at least two calendar months before the start of the Course, you shall have no liability for the Balance of Payment (and if it has already been paid, it shall be refunded) and the Advance Payment shall be forfeit.
- 5.2 Should you give written notice to us of your withdrawal from the Course within two calendar months of the start of the Charter Period, you shall remain liable for all payments due to us at the date of the cancellation.
- 5.3 If prior to the commencement of the Course, we give notice to you of cancellation, you shall be entitled to repayment without interest of all sums paid by you to us.

### 6 Own Boat Instruction

- 6.1 For Own Boat Instruction, the boat owners will also be required to:
  - 6.1.1 Ensure the yacht is equipped appropriately and is maintained in a proper and seamanlike condition for the intended sailing area
  - 6.1.2 Ensure the yacht is fully insured for the duration of the instruction
  - 6.1.3 Provide all traveling and out of pocket expenses for the Instructor from their home to the yacht
  - 6.1.4 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
  - 6.1.5 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
  - 6.1.6 We do not accept liability for the consequence of delay or cancellation in any circumstances

### 7 General

- 7.1 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 and, if such negotiation fails, to consider referring the dispute to alternative dispute resolution under the dispute resolution procedures adopted from time to time by the British Marine Federation. Save as aforesaid, any dispute shall be submitted to the nonexclusive jurisdiction of the Courts of England and Wales.
- 7.2 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.