



## Terms and Conditions

### **Booking**

Provisional bookings can only be reserved by South Coast Sailing ("SCS") on receipt of a completed Booking Form for each participant and a deposit of a minimum 50% of the full booking fee. Places can only be fully confirmed once all fees are paid in full. All fees must be paid at least 1 calendar month in advance of the course/event start date. Failure to meet these terms may result in the cancellation of the booking and the forfeit of the deposit.

### **Discounts**

Bookings made at one time for 3 or more students will attract a 5% discount. Repeat bookings for the same student(s) for courses with start dates not more than 18 months apart will attract a 5% discount. Payments made not less than 4 months in advance of the course start date will attract a 5% discount. Discounts are cumulative but the maximum discount is 10%. If payment terms (above) are not met all discounts are forfeit and full fees are payable.

### **Cancellation by SCS**

SCS reserves the right to cancel courses or events, change plans or use alternative instructors or boats if and as circumstances dictate. If a course or event is cancelled, the client will be informed as quickly as possible and unless an alternative date can be agreed, 100% of all monies paid in respect of that course or event will be reimbursed. SCS will not be liable for any additional or consequential costs or expenses or compensation. Should a course or event be cut short by the breakdown or damage of a boat or any other cause SCS's liability will be limited to the return of clients to the starting port and SCS will not be liable for any consequential costs or expenses or compensation. The cost of the course or event will be refunded in direct proportion to the time lost after the event causing the cancellation.

### **Cancellation by the client**

Clients who cancel a booking in writing (including by fax or e-mail) up to 1 calendar month before a course or event begins will receive a 90% refund of all fees paid. A deposit for a booking cancelled within 1 calendar month of the course or event will be forfeit unless SCS can fill the cancelled place(s) in which case 80% of all fees paid will be refunded.

### **Food and accommodation**

SCS will provide food and non-alcoholic refreshments for all meals taken on board for the duration of each course or event. Any special dietary requirements will be accommodated but must be advised in advance using the SCS Booking Form. SCS will not pay for meals and refreshments taken ashore unless at the discretion of SCS or the skipper/instructor. Clients may not smoke on board any boat operated by SCS. Clients may not drink alcohol during an SCS course or event except at the discretion of the skipper/instructor. Clients wishing to drink alcohol are asked to do so only in moderation.

SCS will provide accommodation on board for the all but the last night of any course or event (e.g. for the Friday and Saturday night of a course or event starting on Friday evening and ending on Sunday afternoon). A boat is a confined space with limited accommodation. Clients must make allowance for the privacy of others. Clients may also be asked to share a berth with another client of the same sex. Couples will be berthed together whenever possible.

### **Weather conditions and other constraints**

SCS and the skipper/instructor will endeavour to deliver the full course syllabus or event programme. However, weather and other conditions may prevent the full syllabus or programme from being met.

### **Insurance**

The yacht is insured against accidents and third party liabilities. SCS and its staff accept no responsibility for personal accidents caused by a client. Clients are liable for the cost of repairs to damage or compensation for injury caused to any SCS boat or property or any third party or third party property caused by the client. SCS will not accept responsibility for the loss or damage to clients' personal property. All clients are advised to take out their own insurance cover for these liabilities whilst on board and travelling to and from any course or event.

### **Joining instructions**

Joining instructions will be available to each client before the start of each course or event and after receipt of the full course or event fee. Instructions will include directions, recommended clothing and equipment and a likely itinerary for the course.

### **Complaints**

Should a client feel unhappy with any aspect of any course or event they should raise the issue with their skipper or instructor at the earliest opportunity so that a solution may be sought. SCS may be unable to deal with complaints after the course or event is completed if the issue could have been raised earlier. All clients will be asked to complete a feedback form about each course or event. RYA course Students have the right to contact the RYA about a problem they feel has not been adequately dealt with by SCS.

### **Unacceptable behaviour**

The skipper / instructor may put any client ashore at any time should their behaviour compromise the safety, success or good conduct of the course or event. SCS and the skipper / instructor will not be liable for any consequential costs or expenses and fees paid are not refundable. SCS may refuse or cancel any future bookings from the same client.