

CLYDE & WEST COAST CRUISING – RYA TRAINING COURSES

TERMS and CONDITIONS of BOOKING

1. About Clyde & West Coast Cruising

1.1 Clyde & West Coast Cruising, herein referred to as 'we', 'our', 'us', 'the Company' or "Clyde & West Coast Cruising" is a Royal Yachting Association (RYA) Recognised Training Centre operating since 2002.

1.2 The safety of our clients, skippers and the general public is of the highest importance to us. Nothing operationally or financially will hinder us from making considered decisions on all matters of safety. We have invested heavily in our training yachts and instructors.

1.3 The quality of service, training and certification standards are foremost in our mind.

2. Who We Provide Services To

2.1 We provide sailing and navigation training courses to individuals, new or prospective boat-owners, those wanting to hire or charter boats, couples, groups, families, children and youth organisations.

3. General

3.1 We want our terms, conditions and pricing to be open, transparent, accessible, and, above all, fair. We pledge to treat all our customers with respect, and to ensure that we include as much information as possible up-front, and give our customers the freedom and flexibility to choose Clyde & West Coast Cruising's RYA Training Courses and experiences with confidence. In the unlikely event something goes wrong, we are committed to doing our best to addressing it and fixing it in good time, and to ensure that our complaints process is easily available for all to see.

3.2 All customers of Clyde & West Coast Cruising agree to be bound by these terms and to uphold them at all times. The terms shall be extended to include all persons attending a Clyde & West Coast Cruising RYA Training Course, even if they are not the payee. The relevant business terms shall be extended to include payees, even if they are not the attendee.

3.3 It is specifically not a requirement that payees or attendees physically sign a copy of these terms and conditions in order to be bound by them – you agree to these terms and conditions when you make a booking with Clyde & West Coast Cruising and pay the relevant fee. You may be asked to sign a copy of our master booking and next-of-kin form upon arrival at our RYA Training Centre or other location.

3.4 If you do not fully accept all of these terms and conditions, do not proceed with any booking or make payment. In proceeding with a booking, making payment and attending, you agree that you signify your full understanding, acceptance and agreement of all of these terms and conditions.

3.5 Failure to uphold any or all parts of the terms and conditions may result in immediate termination of service, without any liability to you whatsoever. We reserve the right to withhold any RYA Certification or Award until you have fulfilled your obligations under these terms, or made any relevant payments in full. Failure by Clyde & West Coast Cruising to enforce a right under these terms does not necessarily result in waiver of such a right.

3.6 You agree to fully read and accept all of these terms and conditions, and to be bound by them and uphold them.

4. Booking Deposits

4.1 A deposit equal to 25%, or another stated amount on your invoice is payable in order to secure any booking, date, product or other reservation. It is your responsibility to ensure that Clyde & West Coast Cruising has received this and all other payments due in advance of any booking.

4.2 You may make a provisional 'verbal', 'pencilled in' booking which is non obligatory for both you and us but the agreement to hold a place pending receipt of your deposit does not form any agreement or part of any agreement, it is simply a verbal agreement made in good faith of your intent. No booking shall be valid unless the deposit is received by Clyde & West Coast Cruising. You may make a provisional booking or notification of intention to book, in person, online, by telephone, paper-form or other method, but this shall not be held

or reserved for you in any way until the deposit payment or full amount in the form of cleared funds, has been received.

4.3 Once you book you have 14 calendar days cooling off period. This 14 day period is in place to allow you time to read and understand our terms and conditions. If you wish to cancel within 14 days we will refund your full deposit. After 14 days your deposit will not be refunded.

5. Balance Payments

5.1 The full (or outstanding balance) amount for all bookings must be received at least 28 calendar days prior to the original stated or chosen start-date of your booking – OR the stated balance due date on your booking confirmation / invoice document. Any bookings for which the stated full-amount due has not been received by the required date and time may, at our discretion, be considered in default (unpaid and without prospect of receiving payment) and we reserve the right to cancel your booking and retain all monies paid to us in respect of that specific course date, booking, goods or service – without any liability or refund to you whatsoever (financial or otherwise).

6. Booking Process

6.1 In order to make a booking, you should research what course/experience type is right for you and for those you may be booking on behalf of. We can supply information about RYA Training Courses and our own products and services, but you should always use www.rya.org.uk as a primary source of information concerning RYA Training Courses, or the relevant RYA Publication and Official Syllabus.

6.2 Once you have decided, you can contact us to check availability and make a booking. We will then send you your booking details and joining instructions by e-mail, or by Royal Mail if you so request it. We can also supply free copies of all our printed material in an accessible large-print format for the visually-impaired.

6.3 In order to secure any booking you must confirm the availability and pay the booking deposit or full amount due.

6.4 For bookings that have a start-date more than 28 calendar days in advance, the booking deposit stated on your booking confirmation or invoice document must be paid at the time of making a booking, either by telephone, e-mail, contact in person or through any other means. You may still pay the booking deposit some time after making a booking, and we may still take payment and confirm your course, but availability cannot be guaranteed in this case – bookings are strictly allocated on a 'first-come, first serve' basis only. If you do not pay the booking deposit (or indeed full amount, if you prefer) your space may be re-sold to any other third party.

7 Cancellations

7.1 If you wish to cancel your booking you must inform us in writing.

7.2 If you cancel your booking giving us less than 28 calendar days notice (from the day we receive your written cancellation) you will lose all money paid.

7.3 If we are successful in re-selling your place then we may, at our discretion, refund part or all of the monies paid.

8. Understanding the Products and Pre-Course Experience Requirements

8.1 It is solely the customers (attendee and/or payee) responsibility to ensure that the course/experience that they elect to book is suitable for them and for others that they may be booking for, that they are physically fit and able, and meet any pre-course requirements or have any recommended pre-course experience and assumed knowledge. Clyde & West Coast Cruising is not responsible for performing any vetting or background checks of customers experience prior to booking. We will however inform you, according to RYA Standards and Syllabus, based on the information you supply to us regarding your previous experience. We are required to have a suitable process for ensuring that customers only book onto courses or experiences that are suitable for them. To that end, you agree to fully assimilate all RYA Course details prior to booking or attending at www.rya.org.uk. You agree that this shall be the primary source of information on which to base your decision. Furthermore, you agree that this shall satisfy our requirement to ensure that customers only book onto courses or experiences that are suitable for them.

8.2 You agree that it is not guaranteed that you will complete or pass any part of any RYA Training Course or experience, and that the decision of Clyde & West Coast Cruising instructional Staff is final in respect of any RYA Training Course or Experience outcomes or certificate awards.

8.3 It is specifically a condition of booking that discovering that you may not be capable of achieving a specific course-level is not grounds for you to cancel your booking or receive a refund or compensation. In this event you may attempt to complete parts of the original course, be allocated to another course-level or experience more suited to your abilities or circumstances, or is given an award conditional on completing or achieving some other RYA Course or milestone. The decision of the RYA Training Centre Principle is final in all cases.

8.4 At no time is any information or advertisement given on our websites, over the telephone, e-mail, brochure, leaflets or any other format to be considered advice. Any statements which you may consider to be 'advice' are purely the personal opinions of the author, and not the opinions or advice of Clyde & West Coast Cruising. We supply information only. Only you, the customer, can make the ultimate decision about what RYA Course or Experience to attend. You may then inform us which course or experience you wish to book and we will then endeavour to fulfil such a booking.

9. Age, Health & Fitness Declaration

9.1 Illness, injury or other medical conditions do not necessarily preclude or prevent any persons from participating in any RYA Training Course; however, it is your responsibility to declare to Clyde & West Coast Cruising and the Skipper/RYA Course Instructor in charge of the vessel, details of any illness, injury, medical conditions, fitness or any other factor that may affect your participation.

9.2 Important conditions to disclose include (but are not limited to), epilepsy, giddy spells, asthma, diabetes, heart condition, arthritis, requirement to take regular medication or any other factor that may affect your participation, or that your Skipper or RYA Course Instructor should be made aware of.

9.3 Pregnant women must disclose that they are pregnant - and can only be permitted to attend up to their 2nd trimester, and then only if they are in possession of an official letter from the Health Professional in charge of their care stating that in their opinion it is safe for them to attend a physical activity such as has been booked.

9.4 It is your responsibility to disclose any and all medical conditions or medications, and any other considerations that may affect your suitability to participate in any booking run by, or on behalf of Clyde & West Coast Cruising. You agree that you will disclose this information at the time of booking AND again directly to your RYA Course Instructor or other relevant member of Clyde & West Coast Cruising staff in direct charge of your service provision or RYA Course Delivery.

9.5 The services we provide include activities requiring a degree of physical exertion, which may include (but is not limited to); leaning, stretching, crouching, crawling, walking, lying down (front and back), running, pulling, pushing, carrying, jumping, using steps, stairs or ladders or high-ledges or gunwhales not necessarily designed for stepping on or off of. You agree to use all reasonable care whilst on-board any of our vessels, and whilst ashore during your booking with Clyde & West Coast Cruising.

9.6 You agree that you are hereby duly warned against the danger of serious or fatal head injury or other trauma that may be caused by the boom on-board sailing vessels, and that you will keep an independent look-out for this specific hazard, at all material times. In addition, there exists a risk of head injury on-board our power-boats consisting of a sharp-edge at head-height – in rough weather or when the vessel is manoeuvring this could pose a hazard and you must keep a similar look-out in order to avoid injury.

9.7 If for whatever reason, your RYA Course Instructor has to administer medical aid, Clyde & West Coast Cruising and its employees, servants, agents, contractors or instructors accept no liability for any damages or injuries, howsoever caused, unless in the case of that person's proven negligence. You agree that we (or a medically-trained RYA Instructor) may administer medical first-aid to you (or any minors for whom you are responsible) in the event of a medical emergency, and that you will hold us harmless in such an eventuality.

9.8 In signing the booking form you declare to the best of your knowledge, that: "I am not suffering from epilepsy, disability, giddy spells, asthma, diabetes, angina, or other heart condition and I am fit to participate in the sailing or powerboat course / experience".

9.9 Please forward details of any medical treatment being received which will be supplied to the instructor.

10. Children, Unaccompanied Minors & Child Protection Policy

10.1 Children under 8 years of age are not accepted on any RYA Training Course or other Clyde & West Coast Cruising organised or managed course, event or experience without express written consent from the Company. It is solely your responsibility to ensure that Clyde & West Coast Cruising has acknowledged, in writing, any intention to bring a person aged under 8 years onto any RYA Training Course or other Clyde & West Coast Cruising organised or managed course, event or experience.

10.2 No unaccompanied person under the age of 18 years will be accepted on to any Clyde & West Coast Cruising RYA Training Course or experience.

11. Alcohol, Smoking, Illegal Substances, Weapons & Personal Conduct

11.1 Alcohol is permitted on-board our vessels, but must not be consumed during periods where the vessel is underway or whilst you may be required to participate in the operation of the vessel. In addition, you must not be under the influence of alcohol during these same periods.

11.2 During a practical RYA Training Course, you are not simply a passenger in respect of the law. Section 80 (Non-Professionals) of the Railways & Transport Safety Act states that any non-professional (i.e. not a Qualified RYA Instructor / Commercial Skipper), who is on-board a ship which is under way, and is exercising, or purporting or attempting to exercise, a function in connection with the navigation of the ship and is not a person to whom Section 78 or 79 applies (a professional seaman or captain), commits an offence if his ability to exercise the functions aforementioned is impaired because of drink or drugs. The offence shall be committed if the proportion of alcohol, blood or urine exceeds the prescribed limit. At the time of writing the prescribed limits are as follows:

- (a) In the case of breath, 35 micrograms of alcohol in 100 millilitres;
- (b) In the case of blood, 80 milligrams of alcohol in 100 millilitres,
- (c) In the case of urine, 107 milligrams of alcohol in 100 millilitres.

11.3 The same limits apply to our RYA Instructors whilst on duty, or when they may be required to perform their duties in an emergency.

11.4 You should be aware that if you commit such an offence you put yourself at risk and the lives of everyone else on-board at risk. You also leave yourself liable to arrest (by a Police Constable) without warrant under Section 85 of the Act.

11.5 In accordance with national legislation, Clyde & West Coast Cruising operates a no-smoking policy across all our vessels and shore-based facilities. This means that smoking is not permitted at any time on board. It is an offence to smoke, and for the RYA Course Instructor-in-Charge or Master of the Vessel to permit smoking, on board any of our vessels. This is covered under Part 1 of the Smoking, Health and Social Care (Scotland) Act 2005. Smoking may be permitted on open deck, at certain times, and at the sole discretion of the Instructor-in-Charge or Master of the Vessel.

11.6 It is expressly a condition of service that you must observe high standards of personal conduct, and obey all reasonable instructions given you by any Clyde & West Coast Cruising member of staff or RYA Course Instructor – specifically the Master of the Vessel has absolute authority and command and must be obeyed at all times – this is for your safety and the safety of others on-board. Any person who fails to comply with any such reasonable or lawful instruction may have their services terminated with immediate effect and removed from the training vessel at the nearest convenient port (regardless of consideration of their return to port of origin or other location – with no refund, or any other liability to Clyde & West Coast Cruising whatsoever).

11.7 An example of where this might be implemented is seriously disruptive or dangerous behaviour on-board. We also reserve the right to call on HM Coastguard or the Police for assistance, if it is determined that this is necessary.

11.8 You must not cause a nuisance, fear or alarm to any other person on-board or situated nearby and drunken or violent behaviour will not be tolerated. You must not take any action or inaction that might endanger the crew or otherwise disrupt the safe navigation of the vessel.

11.9 You must not be in possession of any controlled substance (e.g. drugs / narcotics), or any other dangerous substance, mixture, intoxicant, poison, chemical or other noxious thing whilst on-board any Clyde & West Coast Cruising operated vessel. In addition offensive or dangerous weapons, firearms or explosives are forbidden. Only pyrotechnic flares or devices owned and controlled at all times by Clyde & West Coast Cruising are permitted on-board.

12. Additional Costs, Shore-Activities, Eating Out & Marina Berthing

12.1 All items included in the price shall be clearly stated on your original booking invoice. Unless stated otherwise, there may be some additional costs or optional activities / extras available to you during any Clyde & West Coast Cruising RYA Training Course or experience. Specifically, the shared cost of any mutually-decided marina berthing and any hire of waterproofs is not included in any course-fee. These represent optional costs and are usually minimal – e.g. 1 x Overnight Marina Stay & Use of Toilets/Showers/Electricity @ £30.00 shared between 6 persons on-board = £5.00 Per Person.

12.2 All / most Clyde & West Coast Cruising practical course fees include all RYA Tuition, Certification, RYA Database Registration, Logbook update, Instructor Signing and Centre Stamping, (fuel, gas - up to and including £40), consumables, overnight accommodation where stated, safety equipment, use of Clyde & West Coast Cruising books and publications, (full board meals, snacks and drinks etc) – either Mon-Fri or Sat/Sun, for 5-day and weekend practical sailing courses.

12.3 If you are in any doubt of what is included or excluded in our terms please call us within 14 days of your booking.

13. Customer Responsibilities

13.1 All payees / attendees must ensure that they have read, understood and accepted all the supplied sales/course information literature, including brochures, e-mail, links, attachments, as well as all of these terms and conditions and their associated links and referenced material. Any person unable to access all of these materials for any reason should contact Clyde & West Coast Cruising to receive their free hardcopy printed versions.

13.2 Customers must be aware that not all Clyde & West Coast Cruising RYA Training Courses / Experiences are for beginners, and that there may be pre-course recommended experience levels, reading, and background shore based knowledge or pre-requisite logged mileage or other certificates required prior to attendance.

13.3 This information is freely available from RYA on their website and official RYA Publications (e.g. G15 Sail Cruising & Yacht master Scheme Logbook), and the RYA Website at <http://www.rya.org.uk> .

13.4 Clyde & West Coast Cruising is in no way responsible if you elect to book onto any RYA Training Course or Experience for which you are not sufficiently experienced, capable or qualified – you are solely responsible for ensuring that you meet any pre-course recommended experience levels, or any other pre-requisites.

13.5 All attendees must ensure that they are contactable by Clyde & West Coast Cruising at least 7 days prior to the stated or chosen start-date of their RYA Training Course / Experience. They should be contactable by telephone or e-mail, and it is the customer's responsibility to ensure that we have the correct contact details recorded for them. This is to ensure that we can contact you in the event of a cancellation or postponement and that you do not travel for a booked service that has been cancelled or postponed. If you have not heard from Clyde & West Coast Cruising 7 calendar days prior to your stated or chosen start-date, you must make telephone, written (post or e-mailed), contact with us to ensure that we have the correct contact details, and to enquire as to the status of your upcoming booking.

13.6 Clyde & West Coast Cruising is in no way responsible or liable in any way if you travel and/or arrive for any service to be delivered by us that has been cancelled or postponed.

13.7 On arrival, all attendees will be required to read and sign a copy of our latest Crew Registration. This will ensure that you have read, understood and accepted these terms and conditions, and that we have your next-of-kin details recorded and kept on-shore, as we are required to do under the relevant regulations.

13.8 Customers accept that they may have different RYA Instructors, vessels of different specifications or different training crews during their RYA Training Course and that short RYA/MCA examinations may be conducted that take place during the course, during which

attendees may be asked to participate as crew. If this happens, this will still form part of your RYA Training Course.

13.9 Customers agree to accept any and all advice given them by their RYA Course Instructor, and by other members of Clyde & West Coast Cruising, relating to the issuing of RYA Course Certificates, course elements, modules and/or syllabus items. You accept that it is not guaranteed that you will pass any course you choose to attend. The issue of RYA Certificates is recommended by the RYA Course Instructor, and the decision of the RYA Training Centre Principal is final in all regards.

14. Clyde & West Coast Cruising Responsibilities

14.1. Clyde & West Coast Cruising will run RYA Recognised Training Courses according to company policy, and to RYA Guidelines, Regulations and Syllabus, as set out in the relevant documents (RYA G27, G15,).

14.2 Clyde & West Coast Cruising is responsible for supplying a suitable, safe, clean, functional and commercially coded (if required), and insured sailing yacht.

14.3 If any of our advertised vessels, facilities or instructors are unavailable for any reason we reserve the right to substitute another of similar or appropriate specification or qualification level with no liability to you whatsoever. Under no circumstances can Clyde & West Coast Cruising guarantee to provide you with any particular vessel, classroom or RYA Course Instructor as a condition of booking, as such elements are subject to change due to unexpected mechanical failure, breakdown, illness/injury etc., at any time.

14.4 We may note your request for a particular vessel, facility or RYA Course Instructor, and in general such requests are usually fulfilled without issue – but this is not guaranteed and we may substitute any of these without prior notice, at any time.

15. Insurance & Personal Liability

15.1 Clyde & West Coast Cruising owns a number of commercially-operated sailing vessels. Such vessels and facilities are fully insured against all usual marine risks. In addition to directly owned / leased vessels we also work with a number of independent yacht owners, to provide additional capacity to our operations. Such vessel-owners hold their own insurance policies, relating to conducting RYA Training on-board and these policies can be made available for you to inspect prior to departure if you should so request it.

15.2 Clyde & West Coast Cruising is not responsible for any accident, loss, damage, incident or injury, or death howsoever caused, to you or your property unless in the case of our proven negligence and any authority invoked makes an official judgement or decree as to our responsibility and/or liability.

15.3 We strongly recommend all attendees have appropriate insurance cover to cover personal injuries, accidents, death and loss of, or damage to, personal property.

16. Clyde & West Coast Cruising 'No Obligation' Booking Period

16.1 The 'No Obligation' period is the period up until exactly 14 calendar days after the date of your booking. It is offered to allow you additional time to fully assimilate all of your chosen RYA Course / Experience details, costs, pre-requisites, pre-course recommended experience levels, travel arrangements, personal commitments, work-leave entitlements and all the terms and conditions and related documents.

16.2 During this period you may cancel or amend (e.g. change dates) you're booking at any time and without giving any reason. You are entitled to receive a full refund of any and all monies paid, including any relevant credit card charges. You agree that such payments remain entirely your property up until the end of the 'No Obligation' Booking Period.

16.3 You agree that when this period ends, all monies paid become the sole property of Clyde & West Coast Cruising and that you cannot cancel or amend your booking, and receive any refund or replacement course date or product for any reason, including (but not limited to); changes to work-leave entitlement or child-care arrangements, illness, serious illness or injury (applies to you or any third party or family-member), bereavement, natural disaster, strikes, conflict, flooding or inclement weather, failure by third parties, travel restrictions / failures or any other factor.

16.5 Clyde & West Coast Cruising strongly recommends that all customers purchase appropriate third-party cancellation insurance to cover such eventualities.

17 Condition removed

18. Your Right to Cancel, Changing Your Booking, Refunds & Cancellation Procedure

18.1 You have an absolute right to cancel or amend (change dates of) your booking (amendments subject to availability) up until exactly 28 calendar days prior to the original stated or first chosen start-date of your booking you do not have to provide any reason or explanation.

18.2 In this event you are entitled to a full refund of all monies paid towards your specific course-date, booking, product or service, including any transaction fees or delivery charges. Please allow up to 28 working days for us to process your refund, but in most cases this will be much sooner. We will not be held liable if we are unable to meet the 28-day period as a result of action or inaction beyond our reasonable control (i.e. bank strikes / equipment failure etc). Refunds will be made only to the same payee or bank account / payment card that the original payment was made from.

18.3 You accept and agree that, within the period of exactly 28 calendar days prior to the original stated or first chosen start-date of your booking, you cannot cancel or amend your booking, or receive any refund or replacement course date or product for any reason, including (but not limited to); changes to work-leave entitlement or child-care arrangements, illness, serious illness or injury (applies to you or any third party or family-member), bereavement, natural disaster, strikes, conflict, flooding or inclement weather, failure by third parties, travel restrictions / failures or any other factor. Clyde & West Coast Cruising recommends that all customers purchase third-party cancellation insurance.

18.4 In the case of multi-date bookings (e.g. courses over separate weekends or separated days), the date of the first start-date serves as the reference date for determining the cancellation entitlement period – there are not separate periods for each separate date or weekend which makes up part of the same booking or course (or continuation thereof). For example, courses which are taken in the '3 x Weekends' format count as one single booking, and therefore the cancellation entitlement period for the entire booking is calculated from the start-date of the first weekend – even if dates for the subsequent weekends or other attendance dates have not yet been chosen.

18.6 Notice of cancellations, amendments, refund requests or any other requests relating to your booking MUST be received, in writing, by Clyde & West Coast Cruising at least 28 calendar days prior to the original stated or first chosen start-date of your booking. E-mail and mailed letter shall be an acceptable method of communicating such a request provided that an actual human response / acknowledgement are provided by us. Telephone calls and visiting in person at a pre-arranged date and time. It is your responsibility to ensure that we have received such notice correctly, and that you have received an acknowledgement of such – you should always ask for a reference code relating to such a request.

Any requests for cancellations, amendments or refunds made within the specified 28-day period will not be accepted for any reason.

18.7 If you wish to cancel or amend (change dates of) your booking within the 28-day cancellation entitlement period, then you may request this, but we shall not be obliged to fulfil or facilitate this request, nor will you be entitled to any refund or option of receiving a different course-date, booking, product or service in lieu of the one you wish to cancel or amend.

18.8 In this event, and if you so request it, we shall endeavour to locate another party to take the course / experience place in your stead, and pay to us the fee that is equal or greater to the amount paid by you. If we receive more for the replacement booking than the fee that was originally paid to us by you (the original attendee/payee), you will not be entitled to receive the excess as a refund, credit or other benefit.

18.9 We may discount the space (at our discretion) to encourage other persons to book your space and pay the fee – in that event you may move dates (but you will not be offered any refund under any circumstances).

18.10 If we discount the space, but you later decide that you would rather continue with your booking as originally intended, you may not receive any further discount offered by us to encourage a replacement booking, as a refund, credit or other benefit.

18.11 In addition, the person taking advantage of any spaces discounted as a result of our efforts to assist you in replacing your booking may not be a family-member, work-

colleague, friend, employee or other person with any connections with you – they must pay at least the same amount that you paid, or you may elect to pay to us the difference between your original course-fee and the discounted space(s) offered by us and taken advantage of by the person(s) with a connection to you.

18.12 If we subsequently discover that any discounts we offered in good faith were taken advantage of in this fashion, we reserve the right to bill you (the new attendee/payee) the total amount of the difference with immediate payment terms – you hereby agree to pay this amount upon presentation of our invoice document.

19. When We May Cancel or Amend Your Booking

19.1 You shall be entitled to a 100% refund, including any transaction or delivery charges (if applicable) if we have to cancel or postpone your course / experience prior to your arrival due to any failure from: technical, mechanical, electrical, staffing or manning levels, illness or injury, regulatory and legal, insurance, vessel coding, unavailability of stock or materials, over-booking, under-booking or any act of authority preventing or inhibiting the performance of our service to you.

19.2 If after your arrival and a period of delay not exceeding 24 hours has elapsed, we cannot commence service provision due to factors listed in the previous paragraph, we shall be entitled to cancel the course / experience or other service provision and offer you a full refund, including any transaction or delivery charges (if applicable), or another suitable course / experience date – you may select whichever option you would prefer (either a refund or another course / experience date).

19.4 In the case of any cancellations or postponements you agree and accept that no additional compensation or re-imburement of expenses (e.g. travel, accommodation, loss-of-earnings, inconvenience etc.) will be paid in this event – even if you have made specific arrangements and incurred other costs solely to attend your chosen booking (e.g. flights or train tickets, other travel, incidental accommodation, changes to personal and work commitments, childcare etc). In all cases, the limit of our liability to you (or your payee), shall be the original amount paid to us in respect of the specific course / experience occurrence in question – circumstances in which you (or your payee) are entitled to a refund are set out in these terms. Clyde & West Coast Cruising recommends that all customers purchase third-party cancellation insurance to cover such eventualities.

19.6 If you have other bookings or course / experience dates booked with us, even as part of a 'package' you shall not be entitled to receive a refund for these such elements that have not been directly affected by a cancellation, postponement or delay.

19.7 You agree and accept that the activities and services that we offer are highly susceptible to changes, cancellations and/or postponements caused by various factors, including (but not limited to): weather, meteorological, safety, technical, mechanical, electrical, staffing or manning levels, illness or injury, regulatory and legal, insurance, vessel coding, unavailability of stock or materials, over-booking, under-booking or any act of authority preventing or inhibiting the performance of our service to you.

19.8 You specifically agree that when you make a booking for any particular date(s), that these dates are a first-choice only, irrespective of any personal or other circumstances limiting you to these dates, or despite any statements about your personal availability you may make during the booking process.

19.9 We will endeavour to fulfil your course or experience booking on these requested dates, but if we are unable to do so for weather / meteorological factors beyond our control, then you agree that you will not be eligible for a refund, but that you may select new dates to allow us to fulfil the course or experience booking. The exception to this shall be when you have suffered consecutively two such cancellations already, in which case you shall be entitled to a full refund, including any transaction or delivery charges (if applicable) incurred.

19.10 There is a fair and reasonable reason for the specific exclusion from the refund policy of cancellations or postponements arising from weather / meteorological factors (as decided solely by the RYA Recognised Training Centre Principal): that is to say that no attendee or payee shall be entitled to any refund or compensation as a result of a cancellation, postponement or delay due to inclement or unsafe weather / marine conditions.

19.11 This is because that if it were the case that customers were entitled to a refund under these circumstances, there could be said to be a potential financial or commercial

incentive, for Clyde & West Coast Cruising to allow the course / experience to proceed in potentially unsafe circumstances.

19.12 We do not believe that financial considerations have any place in the decision-making process whereby safety of life at sea is concerned, and, as such we will not issue refunds or compensation whereby cancellations or postponements must be made due to inclement or unsafe weather / marine conditions – customers will be offered an alternative course / experience date or product. You agree and accept this term absolutely and accept that there will be absolutely no exceptions to this rule, save for the circumstances set out in the following two paragraphs:

19.13 Where we are unable to offer any other dates for the same course / experience type and format within 28 calendar days (irrespective of the customers own availability) from the original start-date of the specific course-date (or individual three-weekend course element/date), we will offer a full refund including any transaction fees or delivery charges (if applicable).

19.14 In addition, if a customer has experienced consecutively two such cancellations / postponements then they will also be entitled to a full refund including any transaction fees or delivery charges (if applicable).

19.15 You agree and accept that we may cancel your booking at any time and for any reason. This is highly unlikely, but may occur for reasons including (but not limited to): weather / meteorological / safety, technical, mechanical, electrical, staffing or manning levels, illness or injury, regulatory and legal, insurance, vessel coding, unavailability of stock or materials, over-booking, under-booking or any act of authority preventing or inhibiting the performance of our service to you.

19.16 In this event no compensation or re-imburement of expenses (e.g. travel, accommodation, loss-of-earnings, inconvenience etc.) will be paid – even if you have made specific arrangements and incurred other costs solely to attend your chosen booking (e.g. flights or train tickets, other travel, incidental accommodation, changes to personal and work commitments etc.)

19.17 In any event the maximum limit of our liability will only be the total sum of the price paid, including any transaction fees or delivery charges (if applicable).

19.18 If we cancel your booking during the course or experience (for a non-weather / meteorological / marine safety reason), you will be offered an alternative date for completion, or a pro-rata refund for the portion of the course / experience / service you have not received.

19.19 You agree that it is your responsibility to contact Clyde & West Coast Cruising at least 7 calendar days prior to your course / experience date (or prior to you travelling), to check the status of your booking. You agree that it is your responsibility to ensure that you are contactable (and that we have the correct and appropriate telephone / mobile-phone / e-mail contact details) within the period of 7-days leading up to the start-date of your course / experience date – especially on the actual start-date and period immediately prior the stated or agreed check-in / arrival time.

19.20 Cancellations / postponements can occur at any time and we are not responsible if you arrive for a course / experience that have been subject to a cancellation or postponement. We strongly recommend that you supply us with a valid mobile-telephone number that we can reach you one, and that you verify that it is the correct one that we hold.

20. Injuries, Damages & Major Incidents

20.1 You agree and accept that many of the services and training courses we provide can present an element of danger, physical injury, damage, loss or even death. Although even minor injuries are extremely rare, and we have never had any customer experience a major or lasting injury, or death, you accept that your participating in such activities is completely voluntary, and that you accept these risks. You agree to hold us harmless (including our employees, servants, agents, contractors etc) in the event that you incur any such injury – unless in the case of our proven negligence.

20.2 It is a possibility that your personal belongings may be lost, damaged or stolen during the course of your participating on a Clyde & West Coast Cruising RYA Training Course or Experience. You agree and accept that we cannot take any responsibility for such loss(es) or damage(s), and that our insurance will not cover loss or damage to your personal property (e.g. damage to electronic devices / dropping a camera overboard etc). We

recommend that all customers purchase appropriate third-party insurance to indemnify you against such eventualities.

20.3 In highly unlikely the event that you are present when another customer(s) is involved in a Major Incident (very serious injury or death), you agree to assist us implement the RYA Major Incident Policy. Please visit the RYA's website for details

We ask for such assistance as to include helping us, and working with the authorities to resolve and investigate the circumstances in which someone came to be injured or killed. In addition, this also includes refraining from making public comments (either verbally or online), or by speaking to the media or identifying the injured or killed person(s) before the next of kin has been officially informed.

21. Complaints Procedure

21.1 If you have a comment, complaint or concern – in the first instance you should raise this privately with your Course Instructor or other member of Clyde & West Coast Cruising staff, at the first available opportunity. If you do have such an issue, you must raise it at the time, and not ignore it, or raise it later when nothing can possibly be done to address the issue.

21.2 It is not acceptable under these terms to leave, accept the services provided to you and then subsequently make a complaint afterwards, thereby denying us any reasonable opportunity to resolve the issue directly with you.

21.3 You may elaborate on your complaint afterwards, and in writing or by telephone, but the initial complaint with all the primary points of the complaint must be stated at the centre prior to departure from Clyde & West Coast Cruising, so that we have a fair opportunity to fix any mistakes, resolve issues, alleviate any concerns and otherwise address any points of complaint or grievance.

21.4 In the unlikely event of a serious complaint we will follow our Internal Complaints Procedure, and we always aim to address your issue in a timely, professional and fair manner, and offer redress to you where appropriate. In the event that you are still not satisfied, then you can contact the RYA (Royal Yachting Association) if your complaint is specifically in relation to the RYA Training Course Delivery.

21.5 The RYA will only deal with matters relating to RYA Training Course Recognition and Delivery – they will not deal with any complaints relating to general customer service delivery, or any business or financial matters. For further advice relating to such non-RYA matters you can click onto <http://www.adviceguide.org.uk> click here to View Our Complaints Process Flow Diagram >

22. Force Majeure

22.1 In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence, or any circumstance whatever beyond the control of Clyde & West Coast Cruising including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or any part of it, natural disaster or any act of authority, then Clyde & West Coast Cruising shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client.

22.2 The customer shall be liable to pay such part of the price as applicable to that part of the booking which has been performed (if any), and all expenses connected with it, and anything in excess (limited to the fee received) which has already been paid by the customer shall be refunded in accordance with the cancellation policy. Clyde & West Coast Cruising determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.

23. Jurisdiction and Disputes

23.1 In the event of any dispute between Clyde & West Coast Cruising its customers or any third party, this agreement shall be governed under Scots Law and in and through the Courts of Scotland.
