

BOOKING CONDITIONS

GENERAL

Atlantic Sailing is a Training Centre registered with the Royal Yachting Association ('RYA') and approved to offer RYA courses for sail and shore-based theory. Other courses designed by Atlantic Sailing are also available as per www.atlanticsailing.org

We would like to draw your attention to the fact that boating is by nature an unpredictable activity and therefore inherently involves an element of risk. By participating in a course with us, you agree and acknowledge that:

- You are aware of the inherent element of risk involved in the activity and you accept responsibility for exposing yourself to such inherent risks while participating in the course.
- You will comply at all times with the instructions of the RYA appointed course trainers.
- You accept responsibility for any injury, damage or loss to the extent caused by your own negligence.
- You will not participate in a course while your ability to skipper or crew is impaired by alcohol or drugs or while otherwise unfit to participate.
- You are willing to comply with all safety requirements.

Please note that we are unfortunately not able to accept unaccompanied minors (in this context an unaccompanied minor is anyone less than 18 years old).

Please read these Booking Conditions carefully. When you book with us you are entering into a contract, which binds you and us as detailed below. The booking conditions list the responsibilities and commitments that we will have towards each other once we enter into a contract.

1. Terms

All terms are for RYA or other courses for the boats and training as equipped and described.

Prices include tax relevant to the business, country and currency you are transacting with. The tax rate applied will be the rate applicable at the time of issuing an invoice. This rate is subject to change if the rate or application of the tax changes. In the event of a change in the tax rate during the term of the contract, new invoices will be supplied at the new amount of tax, unless you have paid for the course in full prior to the date of the change. Our invoice and booking acceptance is not a tax invoice. We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

Prior to joining us, we will send you a **Booking Form** for you to complete and return to us.

2. Acceptance of Booking Conditions

By submitting a **Booking Form** for this course, you are confirming that you have read and accept these Booking Conditions.

3. Booking Confirmation

A **binding contract** between us will commence **upon receipt of your deposit for the course**. Once your booking form and course deposit is received, a space on the course will be confirmed. The contract will be subject to the Spanish law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of Spain. In all cases these Booking Conditions form the basis of your contract.

4. Booking Payment

“Price” will be defined as the full payment due to us for the course(s) you have chosen. ‘Start Date’ will be defined as the date your specific course starts. **Fifty percent (50%) of the agreed Price is due upon booking** the respective course. The balance of the Price (the remaining 50% payment) is payable by you **six weeks before the course Start-Date**.

For bookings made within six (6) weeks of the course Start-Date, the full Price will be due at the time of booking.

If you are making a bank transfer, please make sure you cover all the charges incurred for the transfer. If the transfer amount received is less than the Price of

the booking, we reserve the right to pass on to you any bank charges and other costs we incur relating to your booking.

Any **payment by PayPal** will incur an **extra charge of 5%** of the amount requested for payment.

5. Changes by You

Should you require us to amend your confirmed booking and reschedule on another date within the next 3 months and based on our availability. The charges for the modification of your booking will be as follows:

4 - 6 weeks ahead of the start date of the course: Euro 250 change fee

3 weeks ahead of the start date of the course: Euro 350 change fee

2 weeks ahead of the start date of the course: Euro 500 change fee

1 week ahead of the start date of the course: no refund

If the changes do not fit with our schedule, then we reserve the right to reject the request for amendment and consider that you are canceling your booking (see cancellation policy below).

You may transfer your booking to an alternative client (introduced by you) providing you notify us and we agree to the change. There will be an **administration fee of €350** for this transaction and all costs remain payable by you until the alternative client has entered into a binding contract with us.

Note: Bookings **may not be transferred** to other parties following any notification of cancellation.

6. Cancellation by You

Kindly contact us **immediately** if you have to cancel. The cancellation is effective from the date we receive written notification from you. We will acknowledge your cancellation in a reply email to your cancellation notice.

If you cancel **before you have paid your second deposit**, then you will **lose your booking deposit of 50%**.

If you cancel anytime after you have paid the full amount and **at least three weeks before the course start date**, then we will try to reschedule your booking within the following 3 months at an **additional fee of Euro 350**, but we will **not**

reimburse you.

If you cancel anytime **within 14 days** of the course date then **we will not reimburse you** and we will **not re-schedule the course**.

Please check whether or not your Travel Insurance covers part or all of your liabilities.

7. Cancellation by Atlantic Sailing

Right to cancel due to insufficient numbers: If an insufficient number of bookings are received for any course, Atlantic Sailing reserves the right to cancel that course and either offer an alternative date, or to refund any pre-paid fees in full.

8. Damage, Breakdown and Defects

No liability can be accepted by us for any loss, damage, or expense which occurs as the result of any defect or breakdown occurring, unless this is caused by proven reason of the failure of Atlantic Sailing to adequately maintain the boat in a fit state and condition, or is caused by the acts or defaults by us or our employees.

9. Boat Layout

Plans of boats featured are for general guidance only. They are not to scale and some boats may have minor variations. Some boats have steps, which may not be shown on the plan. **If you have a disability please enquire as to the suitability of our boats or the course when booking.**

10. Availability

Your booking is accepted on the basis that boats will be available for your use in accordance with these Booking Conditions on your agreed Start Date.

11. Events Beyond Our Control

Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Booking Conditions, this means any event(s) or circumstance(s), which we could not foresee, avoid, or control. Such events include, but are not limited to, the following:

- Destruction or damage of our boats (which cannot reasonably be remedied to a satisfactory standard before the start of your course);
- Mechanical breakdown or technical problems affecting our boats (which

cannot reasonably be remedied to a satisfactory standard before your Start-Date);

- Flooding, shortage of water, obstruction, repairs, damage or similar event affecting any waterway, waterway structure or navigational equipment which prevents or affects you taking your course;
- Adverse weather conditions and tides;
- Shortage or non-availability of fuel for our boats;
- Pandemic, natural or nuclear disaster, fire, war, threat of war, industrial action, riots, civil strife, actual or threatened terrorist activity and all similar situations.

If, for any reason, we have to cancel a course, we will **reschedule your booking** within a **6 month period**, however, **we will not reimburse you** for the course.

12. Any Shortcomings or disputes

At Atlantic Sailing we try hard to provide the very best service, but on occasions disputes can arise. In case of a dispute, please **notify the School Principal or Chief Instructor immediately of any shortcomings with your module or boat so that remedial action, if appropriate, can be taken.** In all cases, we must be informed of the details prior to your departure and written details forwarded to our office within 14 days.

If a significant problem is not resolved to your satisfaction, please let us know as soon as possible. For all complaints and claims which do not involve personal injury, illness or death, we regret we cannot accept any liability if you fail to notify us during your course.

13. Liability

Except where otherwise specified in these Booking Conditions, Atlantic Sailing cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than proven negligence by us or our employees.

This clause does not attempt to exclude negligence or breach of statutory duty.

14. Personal Travel Insurance

All clients are required to take out Travel Insurance.

15. Data Protection Policy

In order to process your booking, to ensure that your arrangements run smoothly and to meet your requirements, we need to use the information you provide.

We take full responsibility for ensuring that proper measures are in place to protect your information. The information may also be provided to security, credit checking companies or public authorities such as customs/immigration if required by them, or as required by law.

We will not pass any information you have given us onto any third party who is not responsible for all or part of your booking.

You are entitled to a copy of your information held by us. We will hold your information and may use it to inform you of offers in the future. If you do not wish to receive such approaches in the future, please inform us in writing.

On successful completion of your *RYA Day Skipper Practical* or *RYA Coastal Skipper Practical* course your name, contact details, date of birth, certificate number and date of issue will be shared with the RYA through a secure web portal on www.rya.org.uk. The data will be stored on the RYA's central database. This information allows the RYA to record your qualification, to update any records they may hold for you, and to verify or replace your certificate if required.

For further information on how the RYA will deal with your data, please see the RYA's Privacy Policy at www.rya.org.uk/go/privacy

16. Course Content

'Course' will be defined as any booking made through us for an RYA course (practical or theory); a racing event, mile-building or a skippered holiday.

We undertake to provide the course as per the details outlined on our website but we do reserve the right to amend the content without prior notification to you.

All boats we use for RYA courses are registered with and approved for use by the RYA. All our courses include the following:

- Tuition from an experienced RYA Instructor;
- All of our courses are overseen by our Chief Instructor;
- 5 or 6 days of tuition per week (depending on the course you book);
- Accommodation throughout the course is provided as agreed in the What's

Included list. All berths comply with the sizes laid down by the Maritime Labour Convention ('MLC').

- Freshly laundered beddings and towels;
- Light weight waterproofs;
- Food and drink whilst sailing – breakfast and lunch plus evening meals during the night sail or on Mile-builders;
- All mooring fees, diesel and gas;
- We do not include: flights, travel insurance or evening meals ashore, nor any exam fee payable to the RYA.

17. Completion of Course

Atlantic Sailing has high standards of instruction and promises to give you the best training. However, certificates will not be issued if the instructor believes that the student has not reached the expected necessary standard for the certification.

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