



BOOKING CONDITIONS: YACHTMASTER FAST TRACK MODULES



Canaries Seaschool SLU trading as Club Yachting is registered with the Royal Yachting Association and approved to offer RYA courses. We are also full members of the MLA and BMF. Please read this carefully. When you book with us you are entering into a contract which binds you and us in various ways. You'll see we have clearly set out the booking conditions with a list of responsibilities and commitments we and you have towards each other.

1. Terms. All terms are for the Yachtmaster Fast Track modules (either taken singularly, or together), for the boats as equipped and described.

Prices include tax - the tax is at the rate applicable at 1st November last and is subject to change if the rate or application of the tax changes. In the event of a change in the rate of tax during the term of the contract, new invoices will be supplied at the new amount of tax unless you have paid the balance for the course in full prior to the date of the change. Our invoice and booking acceptance is not a tax invoice. In the event of a change in the rate during the course of the year, you will be invoiced at the rate applying on the date you purchased the insurance. The prices quoted are valid from 1st April last to the following 30th March.

We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

You agree to supply a minimum number of clients per course. If these numbers are not supplied we reserve the right to supplement numbers with our other clients.

We ask that all clients complete and return a booking form prior to joining us.

They must advise us using the telephone number on the joining instructions if, due to unavoidable delays in their journey, that their arrival time is likely to be delayed by more than two hours.

2. Booking Confirmation. A binding contract between us will come into existence when we receive your deposit and issue a booking acceptance for the course. The contract shall be deemed to have been made at our offices in Tenerife and be subject to Spanish Law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of Spain. In all cases these Conditions form the basis of your contract.

3. Booking Monies. 25% of the agreed cost of the booking the modules per client is due upon booking the respective course.

The balance is due and payable by you 8 weeks before the start-date.

For bookings made within 8 weeks of the Start-Date you must pay the full monies at the time of booking.

We reserve the right to pass on to you any bank charges and other costs we incur. If payment is made to our UK Bank Account we reserve the right to pass on to you charges incurred by us transferring the monies to our Tenerife account, subject to a maximum of €25. We also accept payment by Credit Card via PayPal which incurs an extra charge of 2% of the final booking fee.

3. Changes by You. Once a booking has been confirmed by us, should you subsequently require us to amend your booking a fee of €50 per client will be charged.

You may transfer your booking to someone else/another party (introduced by you) at any time providing you notify us and pay the administration fee of €50 and then any outstanding balance.

Note: Bookings may not be transferred to other parties after we have received notification of cancellation.

4. Cancellation by You. Contact us **immediately** if you have to cancel. Your cancellation is effective from the date we receive your written notification. Your cancellation will be acknowledged by us in writing. If you cancel, you are still liable for the payment of your balance. We will endeavour to re-let your booking. If we are able to do so before you pay your balance, you will only lose your booking deposit and cancellation premium of €100. If we are able to re-let after you have paid your balance, we will refund the whole or part of that money (so that you only

lose your booking deposit and cancellation premium) up to a maximum of the charges we receive on re-letting.

All or part of your liabilities as stated above may be covered by your Travel Insurance if your reason for cancellation is one of those covered.

5. Damage, Breakdown and Defects. No liability can be accepted for loss or 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 Canaries Seaschool SLU to adequately maintain the boat in a fit state and condition, or is caused by the acts or defaults of ourselves or our employees.

6. Layout. Plans of boats featured are for general guidance. They are not to scale and some boats within classes have minor variations. Some boats have steps which may not be shown on the plan. **If you have infirm or disabled members in your party you should enquire as to the suitability of your boat when booking.** Photos of standard production boats are sometimes used. As production boats are not always finished in identical colour schemes, this means your boat may be different in colour from the photograph.

7. Availability. Your booking is accepted on the basis that your confirmed boats will be available for your use in accordance with these Conditions on your agreed start date. Unfortunately this is occasionally not possible. If your confirmed boats are not available as agreed, this will almost always be due to events beyond our control (see Condition 8 below). If your boat is not available we will do our best to re-arrange your course.

8. Events Beyond Our Control. Unfortunately, events beyond our control occasionally affect bookings. When reference is made to such events in these Conditions, this means any event(s) or circumstance(s) which we could not, even with all due care, foresee or avoid. Such events include the following:

- Destruction or damage of your boat (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) due to fire, flood, explosion, storm or other weather damage, accident, break-in, criminal damage or any similar cause
- Mechanical breakdown or other mechanical or technical problems affecting your boat (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 your taking your confirmed holiday
- Adverse weather conditions and tides
- Shortage or non-availability of fuel for the boat
- Late return by previous hirers
- Industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations

We regret that we can accept responsibility, or pay any compensation, costs or expenses where the performance is affected (or you otherwise suffer any loss or damage) as a result of events beyond our control.

9. Any Shortcomings. You must notify any shortcomings with your course or boat immediately so that remedial action, if appropriate, can be taken.

If a significant problem is not resolved to your satisfaction, please contact us 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 of any complaint or claim during your Course, and write to us with full details within 28 days.

10. Liability. Except where otherwise specified in these Conditions Canaries Seaschool SLU can not 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 of us or our employees.

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

11. Personal Travel Insurance. All clients are strongly recommended to take out travel Insurance.

12. Data Protection Policy. In order to process your booking, and to ensure that your arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs, etc.

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

We will not pass any information onto any third party who is not responsible for part of your booking. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements.

You are entitled to a copy of your information held by us. If you would like to see this please contact us. We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future, please write to us.

13. Course Content. We undertake to supply modular courses to take complete beginners to RYA / MCA Yachtmaster standard, and additional modules for Cruising Instructor and RYA / MCA Yachtmaster Ocean. We also undertake to supply continual feedback as to your progress. If we feel that an individual client is not likely to achieve the required standard we reserve the right to ask them to retake some, or all, of the course at their own expense.

If clients do not achieve the required mileage during the 3 Yachtmaster Fast Track Modules then we will offer extra weeks at our expense until they do.

Clients joining us for **Module 2** should have already have achieved 500 miles; and those joining us for **Module 3** should have 1500 miles, including at least 2 x 60 mile passages.

Clients joining us for the **Cruising Instructor** module shall already have Yachtmaster Offshore and Commercial endorsement. With our 3 week Cruising Instructor course then clients need to pass week one prior to moving on to week 2, and pass week 2 to be recommended for the RYA Cruising Instructor endorsement. If clients:

- need to re-take any week then they shall do so at their own expense;
- wish to leave the course then the normal cancellation conditions apply.

The courses will take place on a cross section of our boats. All boats we use for school work are registered with, and approved for use by, the RYA.

All our courses include the following:

- Tuition from an experienced Instructor – we do not use instructors who have just qualified;
- All our YM preparation is overseen by our principle, himself an Examiner – which helps contribute to our high pass rate;
- 6 days of tuition per week – with time on Fridays to do the one day courses, or spend time recapping with one of our Instructors if you wish;
- Freshly laundered sheets, duvets and towels – no sleeping bags with liners or any need to bring your own;
- Light weight waterproofs – just in case;
- Food and drink on board – including a glass of wine or a beer after a days sailing;
- All mooring fees, diesel and gas – no hidden extras;
- Accommodation throughout the course.

We do not include: flights, travel insurance or evening meals.

The following RYA courses are included within the 3 module package:

- VHF with DSC;
- First Aid;
- Diesel Engine;
- Powerboat Level 2.

It may not be possible to complete the Powerboat Level 2 or the Diesel Engine course prior to taking your Yachtmaster MCA. If this is the case we will offer you the courses as soon as we can after your MCA exam.

13. Course Programme. Modules are commenced every four weeks throughout the year, and breaks at the end of one module to join the start of a later module are allowed with prior permission.