



# BOOKING CONDITIONS



**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 per week, for the boat as equipped and described. Where there are extra requirements for a Charter these are identified.

Prices include VAT (where applicable) - 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 VAT during the course of the year, your holiday will be invoiced at the new amount of VAT unless you have already taken your holiday or paid the balance in full prior to the date of the change. Our invoice and booking acceptance is not a VAT 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 on this website are valid from 1st April last to the following 30<sup>th</sup> March.

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

We also reserve the right to correct errors in confirmed prices. In this case, we will contact you as soon as we become aware of the error. If the correct price is higher and you do not wish to pay this, you will be entitled to cancel and receive a full refund of all monies you have paid to us providing you notify us within 14 days of our advising you of the error. We promise we will not seek to correct any error in a confirmed price within 8 weeks of the start of your holiday or more than 7 days after you make your booking.

You must advise us using the telephone number on your joining instructions if, due to unavoidable delays in your journey, your 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. 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.** When you book you must pay the Booking Deposit of E50 as the initial part-payment towards the cost of the booking. This will also reserve the booking.

25% of the agreed cost of the booking (less the E50 deposit) is due 20 weeks before the start date.

Your balance (together with your Security Deposit of E1500 for charters) is due and payable by you 8 weeks before the start-date.

For bookings made within 8 weeks of the Start-Date you 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 E20. We also accept payment by Credit Card and again reserve the right of passing on to you charges incurred by us up to a maximum of 2%.

**3. Changes by You.** Once a booking has been confirmed by us, should you subsequently require us to amend your booking a fee of E20 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 E20 and any then 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 E20. 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.

For early bookings we GUARANTEE you an unconditional refund of the money you have paid if notification is received more than 20 weeks prior to your Start-Date.

**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 Club Sail Sea School 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 boat 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 boat is 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 offer you the choice of an alternative boat in the same boating area for the same period (at no extra cost), or a credit note for the full value of your original booking. Providing the cancellation is not due to events beyond our control, we will also offer you a full refund of all monies you have paid to us for your booking if none of these options is acceptable to you.

**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. However, if your booking has to be cancelled as a result, we will of course offer you the choice of an alternative boat (if available), or a credit note, as more fully described in Condition 7 above.

**9. Any Shortcomings.** You must notify any shortcomings with your 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 or Charter, and write to us with full details within 28 days of your Finish-Date.

**10. Liability.** Except where otherwise specified in these Conditions Club Sail Sea School 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.

When conducting Own Boat Tuition the yacht shall be provided for use with all the relevant safety equipment and fully insured. Club Sail does can not accept any liability for any incident caused by its employees whilst instructing our clients.

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

**11. Personal Travel Insurance.** You 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.

#### **Additional Charter Terms and Conditions**

**13. General.** No charter boat may normally carry more persons than advertised. Any change of crew during a holiday must be authorised by Club Sail Sea School.

The person responsible for Charter Bookings must be over the age of 21.

No portable heaters, cookers or barbecues (unless provided by Club Sail Sea School), bicycles, lighting equipment, or gas appliances may be taken or used aboard your boat without the express prior permission of Club Sail Sea School.

A free demonstration run is given to you at the time of take-over. The person responsible for the booking must be present. A Club Sail Sea School Approved Skipper will ensure that the person responsible can handle the boat as per the standards laid down by the ICC. If these standards are not met then a Club Sail Sea School Approved Skipper will be provided at cost to you, until the standards are achieved. (See Condition 20)

**14. Change Over Times.** The time of take-over of a charter (subject to unavoidable delays) is normally 4.00 p.m. or as shown on your invoice.

Unless otherwise shown on your invoice your boat must be returned and handed back not later than 9.00 a.m. to the marina from which you started your charter. You are always welcome to moor at your boat's base marina. **Whilst the charter fee does include a cleaning charge you are obliged to leave everything in a clean and tidy condition.**

If you fail to return your boat on time you are liable to an extra charge at our discretion.

**15. Your Pet.** If you wish to bring your cat or dog with you it is only allowable with prior written permission from Club Sail Sea School. **You must bring your pet-blanket or pet-basket** as pets are allowed only on the clear understanding that in no circumstances may they lie on the bedding or on chairs. Your pet must not be left unattended in your boat or elsewhere. If extra cleaning of your boat is required after your holiday because of your pet, a charge may be made.

In the interest of visitor's safety, and following government legislation, we are sorry we are unable to accept the following types of dog: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dogs are muzzled as required by government legislation.

**16. Accidents.** Your boat is insured but you have charge of the boat and are responsible for its safe navigation. In the unlikely event of structural or mechanical damage, however caused, no responsibility can be accepted by us for loss of time or the cost of any alternative accommodation or any other damages or expenses. In the case of any accident or damage to the boat, to other craft, to water property, or to any person, it is your responsibility to:

- Find out the name of the other boat involved together with the name of the owners and hirer.
- Report these facts, together with the extent of the damage to Club Sail Sea School as soon as possible. No repairs may be put in hand without our consent.

**17. Damage, Breakdown and Defects.** Any defect or breakdown must be reported immediately to Club Sail Sea School during your Charter so that steps can be taken to repair the boat or remedy the service. (It is unlikely that trouble of this nature will arise as every boat is carefully checked before the start of each Charter.)

**18. Your Security Deposit.** You must pay a Security Deposit of E1500 with your balance ahead of your Start-Date (see Condition 3). Your Security Deposit will be held in a separate bank account. Any Security Deposit refund will normally be made to you by a cheque payment.

This Security Deposit will be returned to you when you have finished your charter, providing you return the boat and its equipment on time, undamaged, clean and tidy, and without third party claim against you. Any damage, loss and/or breakages to your boat or its equipment will be deducted from your deposit up to the full amount of your deposit. If any damage, loss and/or breakages are caused in excess of the deposit you will not be asked to pay any more except where caused by the deliberate or negligent act or omission of you or any member of your party, (including where the person concerned is under the influence of alcohol, drugs or any similar substance), or any failure to comply with these Conditions.

**If additional cleaning of your boat is required on its return, you will be liable for the extra costs, which will be deducted in the first instance from your deposit balance.**

**19. Obeying the Waterway Rules.** You must observe the International Regulations for the Preventing of Collisions at Sea.

No minor may control your boat without the supervision of an experienced adult.

**20. Availability.** Club Sail Sea School has the right to refuse to hand over a boat to any person who, in our reasonable opinion is not suitable to take charge. In such cases a Club Sail Sea School Approved Skipper will be provided. The cost of hiring this skipper will be charged to you. In addition we have the right to repossess a boat at any time if in our the reasonable opinion you or any member of your party is unsuitable to remain in charge because of their age, ill health, inexperience, suspected or actual influence of alcohol or drugs or any other reason, or because of irresponsible behaviour which is causing or is likely to cause danger to you or any other person(s) or damage to any property. In this situation we will have no further responsibility or liability and no refunds will be made or expenses met.