



## Neptune Sailing – Terms and Conditions

### 1) Your Contract

- a) Please read these Terms and Conditions carefully along with the information contained on our website as these form the basis of your contract with Neptune Sailing and set out the respective rights and obligations of both parties. In the following Booking Conditions 'you' means the Party Leader and 'we' means Neptune Sailing.

### 2) To Confirm Your Booking

- a) Bookings are confirmed once you have received a booking confirmation email. A contract will then exist between us.

### 3) Risk Statement

- a) It must be recognized that watersports are by nature unpredictable sports and therefore inherently involve an element of risk. By taking part in any activity provided by Neptune Sailing, you agree and acknowledge that:
- b) You are aware of the inherent element of risk involved in the sport and you accept responsibility exposing yourself to such inherent risk whilst taking part in the activity;
- c) You will comply at all times with the instructions of Neptune Sailing members of staff or volunteers, particularly with regard to handling of boats, wearing of buoyance aids and the wearing of suitable clothing for the conditions;
- d) You accept responsibility for any injury, damage or loss to the extent caused by your own negligence;
- e) You will not participate in any activities whilst your ability is impaired by alcohol or illegal substances;
- f) The provision of safety boat cover is limited to such assistance, as can be practically provided in the circumstances.

### 4) Price

- a) Once you have booked, the agreed price of your booking is fully guaranteed by Neptune Sailing and will not be subjected to any surcharge provided you meet the payment schedule. This does not apply to invoice errors or government action.

### 5) Schedule of payments

- a) For private bookings:
  - i) Full payment must be received in order for a booking to be confirmed.
- b) For school groups and community organisations:
  - i) Payment should be made in full within 28 days of the date of invoice.

NOTE: If any payment due is not received in full and on time we reserve the right to treat the booking as cancelled by you. We have no obligation to send out reminders for payments due.

### 6) Cancellations

- a) You may cancel your booking at any time. Written notification from you (the Party Leader) must be received at our office. To cover our expected losses there is a set scale of charges that applies.
- b) The date of cancellation is the date of the receipt of written advice to Neptune Sailing. NOTE: if the reasons for your cancellation are covered under the terms of



your insurance policy, you may be able to reclaim these charges i.e. necessary cancellation due to injury or illness etc.

***Cancellation charges are payable as follows:***

- c) More than 21 days prior to booking start date – 25% of the cost of the booking
- d) 8 - 21 days prior to booking start date - 50% of the cost of the booking
- e) 7 days or less prior to booking start date - 100% of the cost of the booking

## 7) Alterations

- a) Neptune Sailing will, wherever possible, try to accommodate any alterations requested after the contract is formed. Alteration requests must be made in writing to Neptune Sailing by the Party Leader. Any new persons added to the booking will be treated, for the purposes of these terms and conditions, as if they had been included on the original booking.
- b) In the unlikely event that we are forced to postpone the second day of a two day course due to adverse conditions, we will offer alternative dates to complete the course within a six week window of the original course date.

***Alteration charges are payable as follows:***

- c) More than 7 days prior to course start date – £20 per amendment
- d) 7 days or less prior to course start date – amendments will be treated as a cancellation.

## 8) Neptune Sailing alterations

- a) The arrangements detailed in your booking and in our leaflets and website are given in good faith at the time of writing, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate. No employee or representative of Neptune Sailing has the authority to verbally vary these terms and conditions or the information within our brochure, other Neptune Sailing literature or to enter into verbal agreements with clients of the Neptune Sailing. No variation in these conditions or otherwise in the terms upon which a booking is made and no promise to refund money paid to Neptune Sailing shall be valid unless in writing and signed by the Activity Manager.
- b) If we make a major change to your booking, we will inform you as soon as reasonably possible. You will have the choice of either accepting the change of arrangements or cancelling your booking and receiving a full refund of all monies paid.

## 9) Images

- a) From time to time authorised parties may carry out photography and/or video recording. You agree that we may use such images in promotional, advertising or publicity material in any format whatsoever. You further agree that copyright rests with such authorised parties. If for any reason you do not wish to have your photograph taken, please let the office Administrator know.

## 10) Insurance

- a) We strongly recommend that you are insured for your course. It is your responsibility to ensure that your policy includes cover for cancellation, emergencies and the watersports activities in which you will be participating.
- b) Neptune Sailing holds full Public Liability Insurance. (£5million – check?)



## 11) Restrictions

- a) Neptune Sailing and its staff are responsible for the safe conduct of your course and may vary the itinerary to that end. They alone shall decide whether or not the watersports activities are available or conditions are safe to use a particular craft. It is not permitted for any Neptune Sailing craft to do night sailing or partake in any third party race without the prior written approval of Neptune Sailing. All water-based activities are offered subject to availability. Neptune Sailing cannot be held responsible for changes, cancellation or postponement for watersports activities due to adverse weather conditions or water quality.

## 12) Neptune Sailing's Liability

- a) Neptune Sailing accepts responsibility should any of the services which we are contractually obliged to provide prove deficient or not of reasonable standard. This includes responsibility for the acts or omissions of any of our employees, subcontractors and suppliers. Save that as detailed below, no liability is accepted for death, injury or illness.
- b) Neptune Sailing does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of Neptune Sailing, employees, suppliers or subcontractors. In addition, Neptune Sailing is NOT liable for death, injury or illness caused by an activity outside of the centre's activities.
- c) Neptune Sailing cannot accept liability for causes of dissatisfaction that are not notified to us, in writing, within 28 days of completion of the course/session.

## 13) Person authorised to make the booking

- a) The activity purchaser must be over 18 and is responsible for notifying Neptune Sailing of any medical conditions and disabilities of all members of their party, and confirming that participants are water confident where appropriate. All adults accompanying a party agree to be responsible for the good behaviour of those in their party and will adequately supervise their own party. Where damage is caused to Neptune Sailing facilities or equipment e.g. boats, accommodation, etc as a result of wilful damage by a party member, or as a result of a party member not obeying Neptune Sailing staff's instructions, then the person will be responsible for the full amount of the repair or replacement. The Party Leader is responsible for providing (through the link provided to our booking system) Neptune Sailing with any known potential medical conditions that may affect the personal safety of any party members and any additional needs of any party members.

## 14) Termination of booking

- a) Neptune Sailing reserves the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the instructions or orders of Neptune Sailing staff or other responsible person whose behaviour in their opinion is likely to cause distress, damage, danger or annoyance to other clients, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and we shall not be liable for any extra costs incurred by you.



## 15) Complaints

- a) Our aim is to give you an enjoyable and trouble-free session. If you do have a problem or complaint it is important and in your own interest to tell a relevant member of Neptune Sailing staff immediately so that steps can be taken to resolve the matter on the spot. If your complaint cannot be resolved there and then, please notify us in writing immediately upon your return to [secretary@neptunesailing.org.uk](mailto:secretary@neptunesailing.org.uk) We strongly recommend that you communicate any problem to our centre staff without delay and complete a report whilst at our centre. If you do not, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the centre and this may affect your rights under this contract. Neptune Sailing will make every effort to provide suitable alternatives but will not be held liable for changes made by outside influences.

## 16) Equipment

- a) All the equipment and powerboats used by our centre are of an approved design suitable for teaching. All buoyancy aids, helmets and other safety equipment are of an approved design and are compliant with safety standards