

# Carbery Sailing Terms and Conditions

## DEPOSIT

1. A 50% deposit is only accepted if the reservation is made six months or more before the course or cruise start date and in all cases the completed application form returned.
2. You may request to go on a reserve list for your intended course or cruise date but there is no guarantee of a place.
3. Multiple courses will be treated as one course with regard to payment and standard terms and conditions. Full payment of all courses will be due 10 weeks before the start of the first course or cruise.

## FINAL PAYMENT

1. A deposit will secure a place until 10 weeks prior to the start date at which time the final balance is due. If the final balance is not received Carbery Sailing reserves the right to re-allocate or cancel the place.

## CREDIT & DEBIT CARD CHARGES

1. Deposit and full balance payments made by credit or debit card will incur a 5.5% charge.
2. Offline payments incur no payment charges.

## CANCELLATION

Cancellation notification must be made in writing to Carbery Sailing and the effective date will be that on which the notification is received.

1. A candidate cancelling ten weeks or less prior to the start date will receive no refund of total fees paid.
2. A candidate cancelling more than ten weeks before the start date will receive their deposit less 25% or full payment less 12.5%.

## AGE

1. Candidates should be over the age of 18. Special exception may be made for candidates as young as 16 years of age at the discretion of the Principal. There is no upper age limit.

## DISCIPLINE

1. Candidates agree to abide by Carbery Sailing's Code of Conduct throughout their stay. Carbery Sailing reserves the right to ask any individual who is not conforming to the Code of Conduct to leave. There will be no refund in these cases. (A Code of Conduct is supplied in the candidate's Joining Instructions pack, and is also freely available on request.)
2. While you are aboard the boat you must accept the authority of the skipper in all matters concerning the operation of the yacht and the safety of you and all others aboard.

## PERSONAL EFFECTS

1. Although all possible measures are taken to ensure security, Carbery Sailing, its servants, employees or agents are not under any liability whatsoever in respect of loss or damage to candidates' property or belongings while attending a course.

## ADJUSTMENT OF CONDITIONS

Carbery Sailing reserves the right to:

1. Alter prices where necessary.
2. Cancel a course up to four weeks before it is due to start.
3. Request a candidate to withdraw from a course or cruise.
4. Change the advertised craft or programme.

## EXCLUSIONS

1. All prices include food & accommodation whilst on board the boat as stated, (accommodation & food whilst undertaking the shore based theory courses are at the candidates expense), instruction, hire of boats, equipment, certificates and exam fees.
2. Insurance is not included in course fees.

## INSURANCE

1. We strongly recommend that all candidates obtain independent insurance. A broker who will be able to advise you on different levels of medical, cancellation and curtailment insurance. You should ensure that you have cover in the event of injury or illness prior to, or during your course as normal Terms and Conditions will apply.

## FORCE MAJEURE

1. While our boats carry a comprehensive selection of spares to cover foreseeable events, the nature of the training and the area of operations mean that, from time to time, we may be unable to rectify breakdowns or defects within a scheduled course. In such an event Carbery Sailing will act with all expediency and do all that is reasonable within its power to rectify the situation to enable the aims of the course to be met. If, in the sole judgement of Carbery Sailing, the aims of the course have not been met, it will decide on compensation, if any, to be awarded to students.
2. Carbery Sailing cannot be responsible for matters outside its control. These include, but not by way of limitation, outbreak of hostilities, civil commotion, riot, storm, severe weather, earthquake or any act of God effecting the conduct of the course. In this event, Carbery Sailing will endeavour to minimise the effects but will not be liable to refund any fees or pay any compensation.

## COMPLAINT

1. If you are dissatisfied with the delivery of the training you should inform the skipper or course manager who will endeavour to rectify the situation. If you remain dissatisfied you should write to the Principal of Carbery Sailing in Ahakista within two weeks of the end of the course. Failure to adhere to this procedure will affect any compensation Carbery Sailing at its sole discretion may choose to award. If for whatever reason a student decides to quit the course at whatever stage, Carbery Sailing will not be liable to pay any compensation or refund any portion of the course fees. A student who for reasons of gross misconduct is dismissed from the course will not be compensated for any portion of the course fee nor will any costs incurred in travel or accommodation be the responsibility of Carbery Sailing.

## PHOTOGRAPHS AND VIDEO

1. Photographs taken at Carbery Sailing may appear in our brochures and marketing materials and for PR purposes. If customers do not wish to be photographed this should be raised with the course instructor.

## CONTRACT

1. This document together with Carbery Sailing's Training Information provided to you by Carbery Sailing forms a contract between you and Carbery Sailing. Any litigation referring to the contract will be dealt with according to Irish Law in an Irish court.

**Note:** The course need not be arduous but an average state of fitness is required. The nature of training and the area of operation can mean that medical and emergency care may not be available at short notice. It is therefore of paramount importance that the skipper / course manager is aware of any medical or physical condition that could have a bearing on your ability to carry out the course. It is a condition of Carbery Sailing's acceptance of you as a student on the course that you inform Carbery Sailing if any of the following conditions apply to you. Failure to disclose this information will be regarded as a breach of contract and may result in termination of the training without refund of course fees.

- Any current or previous medical condition which may re-occur (or period of medication) which is likely to prevent you from fully participating in the course.
- Any incidence of diabetes, epilepsy, multiple sclerosis or depression.
- Any incidence of alcohol dependency, past or present.
- Any incidence of drug or substance abuse, past or present.
- Any period of mental or emotional instability including any breakdown which required psychiatric

treatment.

- Any major incident, ashore or afloat, whose trauma may have an effect on your suitability to undertake extended periods afloat on a small yacht.
- The disclosure of the information above will not automatically cause Carbery Sailing to reject your application but may require you to authorise access to your General Practitioner for a medical report. All information provided will be dealt with in strict confidence.
- Carbery Sailing cannot accept any responsibility for students to meet the required medical standards for MCA Commercial Endorsement. It is strongly recommended that students wishing to work commercially, verify their medical suitability for commercial employment with an approved medical practitioner prior to training.
- Candidates attending career training must have a sound working knowledge of written and spoken English.
- Carbery Sailing reserves the right to terminate the contract of any candidate who does not have a sufficient level of English to undertake training and instruction safely, and without detriment to other participants' learning experience.

**By submitting the enclosed forms, you are consenting to be bound by the above terms and conditions.**

# Carbery Sailing Terms and Conditions

## ACCEPTANCE FORM

I confirm that I have read and understood the points set out in Carbery Sailing's Terms and Conditions.

Please sign and date below and return this Acceptance Form to Carbery Sailing, keeping the Terms and Conditions for your reference.

NAME: .....

COURSE: .....

SIGNED: .....

DATE: .....