

BlueSpirit Yachting: Terms and Conditions

A booking will not be confirmed until the full fee, or on agreement, a deposit of at least 25% of the fee has been paid. Final payment must be received by the agreed date. Clients can pay by cash, cheque, card, or bank transfer.

Deposits are non-refundable. In the case of cancellation more than 30 days before the start date, the deposit may be transferred to a later event. If BlueSpirit Yachting cancels the course it will refund all monies, unless cancellation is due to weather conditions, in which case the client may take the same course on another date at no extra cost.

Children are accepted on cruises with a parent or guardian. Unaccompanied minors are accepted on cruises, courses and races from ages 16 to 18 but Booking Forms must be signed by a parent or guardian, stating this fact after the signature.

Please take your passport on any cruise, course or race which may call into any foreign country. The client must seek permission from the Skipper for anything he brings on the vessel whilst in a foreign port. He shall indemnify BlueSpirit Yachting, its employees and staff, against any actions that may result from breach of this rule.

We carry Stugeron onboard. It is advisable to check with your GP that you can take these. Clients with special medical problems should also check that their GP considers them safe to sail and advise the BlueSpirit Yachting of the condition when booking, and both the Principal and Skipper when reporting for the course. Bring any personal medication necessary.

Certificates will only be issued at the end of a course if, in the opinion of the Instructors and Principal, the Client has reached the necessary standard. The Principal and Instructor's decision shall be final and accepted by all Clients.

All Clients will be expected to participate in cooking, cleaning the vessel and routine maintenance as required by the Instructor. At the end of the course all Clients will be expected to clean the vessel thoroughly.

The Principal's decision is final at all times, until the Skipper takes over. From the moment the Skipper steps onboard the vessel the Skipper's decisions are final always. If in the Skipper's opinion weather, safety or any other consideration renders sailing imprudent, the Skipper's decision is final. All crew/Clients will accept all orders and decisions given to them by the Skipper at all times whilst onboard the School's vessel or ashore, for the duration of the course until the course is complete and the Skipper is no longer onboard the vessel.

If for any reason whatsoever a Client does not accept an order from the Skipper or his designated substitute, whether the Client considers it to be reasonable or not, the Client shall be considered to be in breach of his Articles of sailing. The Skipper shall take any action or decision he considers fit for the well-being of the vessel and crew. If The Client is placed ashore at the nearest port no liability whatsoever shall attach itself to the School and neither shall the Client have redress for any expenses or unused portion of the fee. Neither any redress against the Skipper or School as a result of actions taken by the Skipper.

If the School changes vessels, due to any vessel becoming unsuitable, for any reason whatsoever, this in no way affects the validity of the booking of the Terms and Conditions stated herein they remain good.

If, for any reason, the School is unable to fulfil a booking or a vessel becomes unseaworthy for any reason whatsoever, the School will inform the Client immediately the knowledge is available. No liability shall attach itself to the School beyond the refund of the full fee paid by the client(s).

INSURANCE

BlueSpirit Yachting is insured for Instruction. However, we advise that the Client obtain their own medical or other insurance. The Client agrees the School Insurance Policies are adequate and the Policy is available for inspection on request.

No liability is accepted for any Client's vehicles parked in the vicinity of the school, or possessions in the vehicle, on the pontoons or in BlueSpirit Yachting's vessels.

No liability is accepted for Clients whilst in BlueSpirit Yachting property, on ladders, pontoons or vessels and all Clients participate in any aspect of any course at their own risk.

Breakages and losses, howsoever caused must be immediately notified to the Skipper or Principal for safety. Clients shall be liable for any loss or damage to BlueSpirit Yachting equipment, vessel's equipment, up to and including the first £100 per item

OWN BOAT TUITION

All conditions herein apply, plus the Client will be expected to reimburse any travelling expenses for the Instructor from the BlueSpirit Yachting base to wherever the vessel is lying, and the return journey plus salary on a pro-rata fee rate, if applicable.

The Client's vessel will be expected to be equipped with the minimum RYA standards and provide the Instructor with all bedding and victualling whilst on board.

Insurances: The Client must notify his Insurance Company that our Instructor will be taking over as Skipper for the duration agreed and that the Client's Insurance is Fully Comprehensive and covers all aspects of non-marine insurance for the area in which the Skipper is expected to sail, with an additional day's leeway to allow for adverse weather.

E & OE