



# POOLE HARBOUR SEA SURVIVAL

## PHSS BOOKING TERMS AND CONDITIONS 7.10.11

### **1. CONTRACT**

Your contract is with Poole Harbour Sea Survival (PHSS), and the following terms and conditions will be incorporated into every contract for both yourself (the Client) and all members named on the booking form. By making a deposit, full payment or for late bookings stating by some means (email) the clients intention to attend and pay cash for PHSS services, the client will be accepting the terms and conditions. English Law governs the contract and you agree to submit to the jurisdiction of the English courts.

### **2. BOOKING and PAYMENTS**

Bookings will be made on the form provided, which must be completed and returned with full payment, or a deposit payment of 35% of the course cost. Payment of the outstanding balance is due fourteen days before attending the course. Telephone or email bookings are acceptable including returned unsigned emailed booking forms which will be deemed by PHSS that the Client has agreed to the terms and condition having returned the form. Monies must be paid within seven days to secure the booking. If the booking is within fourteen days of the course, the full amount should be paid at the time of booking. In the event of the final payment being late PHSS reserves the right to cancel the Client course and the initial deposit 35% of the total course cost will not be refunded. Late payment/overdue accounts are subject to a service charge of 15% per day unless other arrangements are agreed. Replacement certificates will be a minimum of £25 per item, increasing depending upon the certificate type required and postage.

### **3. AMENDMENTS TO BOOKINGS**

Any alteration to a booking must be made to PHSS and confirmed in writing/email. If acceptable, it will be actioned once written confirmation is received. Cancellation charges may apply as at 4.

### **4. CANCELLATION/ATTENDANCE**

PHSS reserves the right to cancel the booking at any time and will refund the Client course fee only in full, no additional Client costs will be covered, or PHSS will provide an alternative course date. Minimum attendance numbers for each course to run do apply. In the event of a cancellation by the Client over fourteen days before the commencement of a course any monies paid, except the initial deposit 35% will be refunded. Cancellation less than fourteen days before commencement of the course or failure to attend will not entitle the Client to any refund, unless the position can be filled, in which case a refund will be made equal to 35% of the total cost for RYA and 20% for MCA STCW 95 courses and for any other booking or service provided by PHSS. Cancellation must be made in writing and will be effective from the date received and acknowledged at the PHSS office.

### **5. SWIMMING**

Non swimmers should declare so on the booking form and notify the instructor at the start of the practical pool session.

### **6. MEDICAL**

The Client is asked to disclose any medical history or problems, which are likely to affect their physical welfare during the course. This does not necessary mean that the Client will be refused a position on the course, but PHSS would like to make provision to accommodate that condition if possible. The Client should confirm to the best of their knowledge they are not suffering from a heart condition, angina, epilepsy, diabetes, giddy spells, asthma, back problems or any other form of disability. If there is any doubt by the Client about their medical wellbeing and fitness, you should seek your GPs advice. Merchant Navy Personnel must hold a valid ENG1.

### **7. LIABILITY**

PHSS; MNTB/MCGA, RYA/NSSA Instructors, NSSA Sailing Masters, RYA Senior Instructors or RYA Coaches do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training and/or coaching and/or instructing unless such injury loss or damage was caused by, or resulted from negligence or deliberate act.

Completing any of the courses does not guarantee your 'complete survival' in the future. PHSS is not responsible for any injury or incident arising out of the use or misuse of the application of the information contained in the training course or material.

PHSS does not accept responsibility for any curtailment or cancellation due to Weather, Strikes, Riots, Force Majeure, Act of Government or any occurrence whether similar or dissimilar outside the control of PHSS.

All of the above must be covered by the insurance of the Client directly. Clients will compensate PHSS for any deliberate loss or damage to property of PHSS or associated schools, caused by them.

### **8. EQUIPMENT**

Where appropriate the Client is requested to provide their equipment for use during the training. This is done so at their own risk, PHSS are not responsible for the cleaning, servicing, repair, replacement of such equipment.

### **9. ALTERATIONS**

All details given about the course are given in good faith, but PHSS reserve the rights to provide alternative arrangements, if for any reasons such alterations are necessary.

**10. Own Boat Tuition:** Before instruction can begin the boat owner (& the instructor on the day) must insure that the boat is in sound condition and is adequately equipped both for safety and effective instruction. The boat owner must notify their boat insurance company that a RYA instructor will be running a course or conducting own boat tuition or delivery etc on the vessel with the owner/s permission.

**11. Data Protection STCW:** Some information from the booking form may be shared with the MCA/Fire Fighting provider if requested. Data will not be shared with third parties for marketing or commercial purpose without first obtaining your explicit consent. If you object please indicate so on the booking form.

**12. Data Protection RYA:** Some information from the booking form is shared with the RYA for the purpose of registering your certificate/s. Data will not be shared with third parties for marketing or commercial purpose without first obtaining your explicit consent. If you object please indicate so on the booking form