

Terms and Conditions of Business

Payments:

- A deposit of 25% of the fee is payable on booking. The booking is not confirmed until the deposit has been paid.
- The final 75% of the fee and any extras must be paid one calendar month before the booking is due to commence. If booked within one calendar month of the start date, the full amount is due at the time of booking. If the final payment is not received the booking may be deemed cancelled and **Wetstuff** reserve the right to resell the booking.
- If you wish to change the dates within one calendar month of the date of the start of the booking, **Wetstuff** will make every effort to accommodate the request. If it is not possible **Wetstuff** will not be liable for the return of the deposit or any other payments.
- Payments and deposits will only be refunded if the booking is resold, or
- Written confirmation of cancellation is received two calendar months or more prior to the course start date.
- In the event of clients cancelling a booking, we reserve the right to charge an admin fee of £100.

Age Limits:

- **Wetstuff** cannot accept students under the age of 18 unless accompanied by a parent/guardian.
- **Wetstuff** cannot accept charters bookings from anyone under the age of 18.
- There is no upper age limit, but students should satisfy themselves that they are fit and able to join their chosen course.

Insurance:

- Our yachts are fully insured against accidents and third party liability, but responsibility is not accepted for personal accidents, damage or loss due to your negligence. Unnecessary equipment damage and losses attributed to your carelessness will be paid for by you at replacement price – fair wear and tear accounted for.
- We strongly recommend that you take out your own travel insurance to cover your own possessions and to cover you in the event of you needing to cancel the booking.

Clients responsibilities:

Clients have the following responsibilities:

- To ensure that they do not take any action which jeopardises the safety of fellow clients, skippers or boats.
- To observe the rules of Customs and Excise and any other authorities to which they may become subject.
- To observe standards of personal conduct which will not be considered offensive by fellow crewmembers or neighbouring vessels.
- To report any collisions/ groundings that take place during a charter, whether there is any apparent damage or not.
- To return the yacht within the agreed charter period.
- In the event of unacceptable behaviour **Wetstuff** reserves the right to terminate the offending clients bookings. Fees will not be refunded.
- In the event of training, to inform the school of any known medical conditions.

Health:

- Sailing is an activity sport and it is the responsibility of the client to ensure that they are healthy and fit to sail. Please check with your Doctor if you are in any doubt. If for whatever reason, the skipper has to put a student ashore or administer medical aid, **Wetstuff** or its skippers or other employees accept no liabilities.

Wetstuff Responsibilities:

- To supply the service booked, or a mutually acceptable alternative, at the time and date booked.
- In the event of a failure on the boat during a booking, we will give our best efforts to resolve the issue, or offer a replacement. If we are unable to resolve the issue within 12 hours of being notified, then we will offer a pro rata refund, or to re-supply the service at a later at our discretion.
- **Wetstuff** has high standards of instruction and applies RYA guidelines on the issue of certificates. Certificates will not be issued if, in the opinion of the instructor, the student has not reached the necessary standard.

Own Boat Instruction:

In own boat instruction, all the above conditions apply. In addition the owners will be required to:

- Ensure that the yacht is equipped appropriately and is maintained in a proper and seamanlike condition for the intended sailing area.
- Ensure the yacht is fully insured for the duration of the instruction.
- Provide all travelling and out of pocket expenses for the Instructor from Gosport or their home, whichever is the least.
- Retain responsibility for the safety of the yacht throughout. The instructor will not take on the skipper's responsibilities, he will however advise the owner on all safety matters.
- **Wetstuff** will make every effort to ensure that the course takes place as planned. However, if in the instructor's opinion weather conditions, safety, or any other consideration renders it imprudent to continue, then the instructor's decision is final. **Wetstuff** does not accept liability for the consequence of delay or cancellation in any circumstances.

Force Majeur:

- In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstance whatever beyond the control of **Wetstuff** including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or any part of it, natural disaster or any act of authority, then **Wetstuff** shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client. The client shall be liable to pay such part of the price as applicable to that part of the booking which has been performed (if any), and all expenses connected with it, and anything in excess (limited to the fees received) already paid by the client shall be refunded. **Wetstuff** determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.

Photography:

- During our courses, photographs may be taken. Names of persons photographed will not be released. No payment, or reward will be payable at any time for the use of these photos. If you do not agree to our having sole copyright and permission to use them in full, or in part, as we see fit, then please initial here_____.