

# NAVSAR Marine Ltd. Booking Terms and Conditions



## PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY BEFORE COMPLETING YOUR BOOKING.

### 1. Interpretation

1.1 The following definitions and rules of interpretation shall apply in these conditions:

“Centre” means NAVSAR Marine Ltd, HARBOUR MASTERS BUILDING, OUTER HARBOUR, PWLLHELI, GWYNEDD, WALES, LL53 5AY “Conditions” means these terms and conditions for the provision of Services;

“Contract” means the contract between the Centre and the Customer for the provision of Services;

“Customer” means any person, company, firm or other legal entity, including any employees, agents or sub contractors which places an order or purchases a Service from the Centre;

“Service” means any course, product, service or facility offered by the Centre to the Customer.

1.2 Where the Conditions refer to “We, Us, or Our”, this shall mean the Centre (together with its employees, agents and contractors). Where the Conditions refer to “You, Your, or Yourself”, this shall mean the Customer (or the organisation you represent or work for).

1.3 The headings in these Conditions are for convenience only and shall not affect their applicability.

1.4 A reference to a law is a reference to as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any reference to “writing” or “written” includes faxes, email, text messages, other messaging platforms.

### 2. Application of terms.

2.1 These Conditions are the only conditions upon which the Centre is prepared to deal with the Customer. The Conditions shall be incorporated into the Contact to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any purchase order, confirmation of order, specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

2.3 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Centre, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Centre other than:

2.3.1 by a written acknowledgement issued and executed by the Centre; or

2.3.2 (if earlier) by the Centre starting to provide the Services,

when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.

### 3. Booking

3.1 The Customer may make a booking with the Centre online via our website. Please note that places cannot be provisionally booked unless with prior agreement with the Centre.

3.2 To help you find the right course, please read each course description carefully. Once you've made your choice of course and dates, and have read the booking conditions, please make your booking with the appropriate payment. Bookings cannot be accepted without prior and appropriate payment. All payments must be made prior to arrival.

3.3 Please note that individuals cannot be provided with credit terms.

3.4 Before providing credit for any organisation we will have to agree. An official purchase order will be required to secure a booking and credit references will be taken up. Where we agree to a purchase order it will need to be attached to your booking form.

3.5 At point of booking – customers should familiarise themselves with the booking conditions and upon booking they agree to these terms in full.

3.6 Upon booking own boat tuition it is noted that customers must have their own vessel insured for activities and the skipper cannot accept responsibility for damage caused to the boat that was not in turn the fault of the skipper as employed by NAVSAR Marine Ltd.

### 4. Payment

4.1 All training course fees are exempt from VAT. All professional services other than educational and/or training are subject to VAT at 20%. All bookings cannot be confirmed or reserved by the Centre until we have received the appropriate payment in full.

4.2 All bookings have to be paid for in full at the time of booking.

4.3 The Centre reserves the right to cancel any booking without prior notice if full payment is not received in accordance with condition 4.2..

4.4 Crossed cheques/postal orders should be made payable to 'NAVSAR Marine Ltd' and sent to NAVSAR Marine Ltd, HARBOUR MASTERS BUILDING, OUTER HARBOUR, PWLLHELI, GWYNEDD, WALES, LL53 5AY

4.5 Credit and debit cards accepted are: MasterCard; Visa; Eurocard; Switch and Delta.

### 5. Amendments to Bookings by the Customer;

5.1 The Customer may be substituted by another provided that at least two (2) weeks notice is given to the Centre and that substituted customer satisfies the course criteria. All substitutions have to be made with the consent of the Centre and such substitution shall incur an administrative charge of twenty five pounds (£25.00) on each and every occasion.

5.2 The Customer may apply in writing to change a course or course dates provided that the original booking is made no less than eight (8) weeks prior to course commencement. It shall be at the Centre's sole discretion as to whether such change shall be accepted. Any course change must be for a course in the current year which appears on our website ([www.navsar.com](http://www.navsar.com)). There is an administrative charge of twenty five pounds (£25.00) for each and every course change.

5.3 If the Customer requests a change to a course within six (6) weeks of commencement of such course, such request shall be dealt with according to condition 6 (Cancellations).

## 6. Cancellations

### 6.1 Cancellations by the Customer

6.1.1 All cancellations made by the Customer must be in writing and acknowledged by the Centre.

6.1.2 In the event of cancellation by the Customer, a cancellation fee will be due to the Centre as set out below:

- six (6) weeks or more prior to the commencement of course/event: administrative fee of £25.00 only retainable by the centre.
- two (2) weeks to six (6) weeks prior to the commencement of course/event: seventy five per cent (75%) of your total course fee shall be retained by the Centre.
- two (2) weeks or less prior to the commencement of course/event: one hundred per cent (100%) of your total course fee shall be retained by the Centre.
- one hundred per cent (100%) of the course fee is retained if you cancel after the commencement date of your course.

6.1.3 You are advised to insure against and check whether your own personal insurance policy provides cover against certain unavoidable cancellation.

### 6.2 Cancellations by the Centre

6.2.1 The Centre will use reasonable endeavours to ensure that your course takes place and in accordance with your booking. However, the Centre reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions or unforeseen circumstances.

6.2.2 The Centre reserves the right to cancel a course at not less than fourteen (14) days notice where the Centre believes, in it's reasonable opinion, that there are insufficient numbers for the course to take place.

6.2.3 Where the Centre cancels a course, you will be offered the following options:

- a full refund of the course fee paid; or
- an alternative course on the same date or a different set of dates.

## 7. Safety

7.1 In addition to enjoyment and learning new skills, safety is of paramount importance on all the Centre's courses. Clearly, watersports and adventure activities are hazardous by their nature and participants, parents or guardians must accept that there are risks and the inevitable bumps and scrapes which happen during the thrills and spills of fast moving activities. In providing a safe system of work and to manage associated risks:

7.1.1 we only employ staff trained within National Governing Body guidelines;

7.1.2 we provide a range of quality personal safety equipment for participants' comfort and safety;

7.1.3 we provide appropriate equipment for your course;

7.1.4 we teach to national governing body recommendations and guidelines, in small groups;

7.1.5 we have robust management and safety systems which have been inspected by approved bodies such as the RYA; and

7.1.6 we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.

7.2 The Customer must comply with all safety guidelines and instructions given by the Centre and its staff. The Customer is responsible for ensuring that he/she and/or it's members familiarise themselves with the Centre's fire regulations and the position of the nearest exit and shall vacate the building immediately in an emergency.

## 8. Health

8.1.1 Customers participating in the courses or services at the Centre must expect to be involved in adventurous or strenuous activity. Customers must be in general good health and must satisfy themselves that the activity is within their abilities.

8.1.2 The Customer must complete a health declaration as part of the booking process. The Customer must make the Centre aware of any injuries and/or illness and shall further make the Centre's booking team aware of any injury or illness that occurs between the date that the health declaration is completed by the Customer and course commencement.

8.1.3 The Centre reserves the right to refuse a booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the course.

## 9. Dietary Requirements

Any special dietary needs must be requested by the Customer at the time of booking should the centre offer food during a course.

## 10. Complaints

10.1 If the Customer encounters a problem or issue relating to the services being provided by the Centre, the Centre will try to resolve such problem or issue as soon as possible. If the problem or issue fails to be resolved, the Customer must report it to the relevant course instructor or to the business manager [david@navsar.com](mailto:david@navsar.com)

10.2 In the event that the Customer does not receive a satisfactory response following the events set out in condition 10.1, the Customer may request to meet the Centre's management team.

10.3 If the Customer's complaint is not resolved satisfactorily in accordance with condition 10.1 and 10.2, please write to: "The Business Manager, NAVSAR Marine Ltd, HARBOUR MASTERS BUILDING, OUTER HARBOUR, PWLLHELI, GWYNEDD, WALES, LL53 5AY

## 11. Unruly Behavior

11.1 The Customer and any member of the Customer's party is required to have consideration for other people. If, in the Centre's reasonable opinion, the Customer or any member of the Customer's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Centre is entitled, without prior written notice, to terminate the stay/use of facilities of the person(s) concerned. Such persons will be required to leave the Centre's property and no refunds will be made and the Institute will not pay any expenses or costs incurred as a result of the termination

11.2 The Customer shall be liable for any damage or loss suffered by the Centre as a result of disruptive behavior.

## 12. Limitations of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

12.1 This Condition 12 sets out the entire financial liability of the Centre (including any liability for the acts or omissions of it's employees, agents and subcontractors) to the Customer in respect of:

12.1.1 any breach of the Contract;

12.1.2 any use made by the Customer of the Services;

12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Conditions limits or excludes the liability of the Centre:

12.3.1 for death or personal injury resulting from negligence by the Centre; or

12.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Centre.

12.4 Personal property which belongs to the Customer is at all times the sole responsibility of the Customer. The Centre shall not accept any liability for loss of or damage caused to the Customer's personal property unless any loss or damage is due to the negligence of the Centre or its representatives.

12.5 Subject to conditions 12.2, 12.3 and 12.4:

12.5.1 the Centre shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

12.5.2 the Centre's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.

12.6 For the avoidance of doubt, the Centre shall have no liability for any loss or damage suffered by the Customer or any other person as a consequence of any negligence or wrongful act on the part of the Customer.

12.7 The Customer is advised to insure against injury or losses incurred during their booking with the Centre and arrange suitable medical cover for such booking.

### 13. Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in Centre's brochures, website and other materials shall at all times remain the property of the Centre.

### 14. Photographs or Video Clips

14.1 Photographs or video clips taken on NAVSAR courses may appear in our brochures and marketing materials or on social media. If customers do not wish to be photographed or filmed this should be raised with the course instructor prior to commencement of the course.

### 15. Data Protection

15.1 Personal information requested by the Centre at the time of booking or any other subsequent information is held in its original form and on computer.

15.2 The Centre:

15.2.1 is the data controller for the purposes of the Data Protection Act 1998;

15.2.2 will process your personal information in accordance with the Data Protection Act 1998; and

15.2.3 will not divulge your personal information onto third parties.

15.3 By providing us with your personal information to process a booking, you agree that your personal information can be:

15.3.1 held and accessed by the Centre's authorised staff; and

15.3.2 used to contact you in the future either by email or post to send you e-news and/or marketing materials (including information about future events).

15.4 If you do not want us to use your data to send you our e-news and/or other marketing materials please check or uncheck the relevant box situated on the booking form on which we collect your data. You can also exercise your right to opt out of receiving such e-news and/or marketing materials at any time by contacting us by email at [info@navsar.com](mailto:info@navsar.com) or by telephone on 01758 462 062.

#### 15.5 GDPR 2018

To enable access to your online course we need to share some of your personal data with the RYA via your user profile in [www.ryainteractive.org](http://www.ryainteractive.org). This learning management website is hosted and maintained by a third party called Learning Pool, who will not use your personal information for any reason other than enabling your course. Your name and email address will be entered on [www.ryainteractive.org](http://www.ryainteractive.org) in order to create your user account. On your first access to the site, you will be asked to enter your address and date of birth. You will have access to the site for one year in order to complete your online course. During this period, your personal information will be held on the website by Learning Pool and be available to this training centre and the RYA for the purpose of managing your course.

#### 16. Circumstances Beyond our Control

The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

#### 17. Rights of Third Parties

A person who is not a party to this agreement (except (where applicable) any successors and permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### 18. Waiver

The Centre reserves the right to waive any or all of the Conditions.

#### 19. Applicable Law

19.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English and Welsh law as applied in Wales.

19.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the courts or England and Wales.

#### 20. Booking Undertaking

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. THE CENTRE'S ACCEPTANCE OF ANY BOOKING WILL ONLY BE DONE SUBJECT TO YOUR ACCEPTANCE OF THESE CONDITIONS.

You, the Customer, have had the terms and conditions of booking brought to your attention, including the terms of cancellation and you understand that:

- the specified deposit is not refundable once a place has been confirmed, unless the course is cancelled by the Centre;
- refunds due to cancellation are in accordance with the terms and conditions of booking;

- you shall be liable to pay seventy five per cent (75%) of the total course fees if less than six (6) weeks notice of cancellation is given;
- you shall forfeit all fees if two (2) weeks or less notice of cancellation is given;
- by making this booking you agree that you are:
  - sufficiently proficient in water to undertake the course(s) in connection with your booking;
  - physically fit to take part in any activity during the course(s) in connection with your booking;
  - willing to comply with all safety regulations as required by the Centre;
  - aware that we have advised you to be in possession of adequate cancellation insurance against certain unavoidable cancellation.
- you have read and accept our full terms and conditions which are available on our website [www.navsar.com](http://www.navsar.com) or by contacting our bookings department on 01758 462062; and you accept that the Centre is not liable whatsoever in respect of loss or damage to personal property not caused by the negligence of the Centre or its staff.

Whilst every effort has been made to ensure accuracy in this publication, the Centre can accept no liability whatsoever for any errors, inaccuracies or omissions, or for any matter in any way connected with or arising out of the publication of this information.