

Terms and Conditions

These *Terms and Conditions* are to be called 'NPCA Terms and Conditions' and will apply to bookings for Practical Courses, Rallies and other events organised by New Parks Cruising Association, hereinafter referred to as NPCA.

1. **Booking a course, rally or other event**

- 1.1. To participate in a course, rally or other event you must be a member of NPCA.
- 1.2. NPCA Terms and Conditions, whether written or implied, will be incorporated into every contract between you and NPCA.
- 1.3. By making a payment you will be accepting the NPCA Terms and Conditions, and you are therefore advised to read them carefully.
- 1.4. Telephone/email bookings without deposit will be held for a maximum of 48 hours pending receipt of a booking form together with the appropriate payment.

2. **Your Contract**

- 2.1. All courses or other events are subject to approval on medical, age and availability grounds.
- 2.2. Your statutory rights are not affected by these NPCA Terms and Conditions.
- 2.3. Applicants under 18 years must have written consent from their parents or legal guardian.
- 2.4. NPCA reserves the right to amend these NPCA Terms and Conditions without notice.
- 2.5. All courses, rallies or other events advertised are subject to the weather being suitable. NPCA shall have the right in their absolute discretion to postpone, cancel, alter, amend, truncate or terminate any event at any time.

3. **Money**

- 3.1. No payment will be taken for voyages until the application has been approved by NPCA.
- 3.2. For practical courses, your cheque for the berth fees, deposit or full payment and, where applicable, foul weather clothing will only be paid into NPCA's bank when there are sufficient students for a course and an Instructor becomes available. At that point you will be sent an acceptance of your place, preferably by e-mail, with an invoice attached. It is your responsibility to ensure that any security features at the point where you access e-mail will allow for attachments from the organiser's e-mail address. If you would prefer correspondence by post you must advise NPCA in writing.
- 3.3. From the date that you are accepted on a practical course you cannot recover your deposit from NPCA and you remain liable for the balance due.
- 3.4. Deposits are non refundable unless NPCA is unable to complete the arrangements for the course, rally or other event advertised.
- 3.5. The balance is due one month before sailing. In the event of non payment we reserve the right to re-sell the course and the deposit will be forfeited.
- 3.6. Course Fees / Rally Fees include:
 - 3.6.1. Instruction by an RYA Approved Instructor (courses only)
 - 3.6.2. Charter costs of appropriate vessel, where applicable
 - 3.6.3. All necessary documentation relevant to the intended course (courses only)
 - 3.6.4. Course completion certificates (If you attend without a G15 Logbook, you cannot obtain a course completion certificate until such logbook has been produced).

- 3.6.5. Any other charges that are an essential part of a rally, such as competition fees, arranged dinners or any other activity described in the advertising material, as included.
- 3.7. Course Fees / Rally Fees do not include (but not limited to):
 - 3.7.1. NPCA / RYA Membership fees
 - 3.7.2. Food and drink whether consumed aboard or ashore (unless expressly included)
 - 3.7.3. Mooring and other harbour or marina fees
 - 3.7.4. Fuel
 - 3.7.5. Shoreside ablution charges
 - 3.7.6. Hire of foul weather gear
 - 3.7.7. Travel to and from the quay / marina where the boat is moored and left
 - 3.7.8. Security / Damage Deposit (See Section 4 below)
- 3.8. The cost of the course, rally or other event as advertised is given in good faith on the basis of the information available before it was advertised.

4. Security Deposit

- 4.1. Applicants for places on training courses or on any event where vessels are chartered by NPCA will incur a liability to pay a Security and/or Damage Deposit.
- 4.2. The owner or chartering company will place the liability of their uninsured excess, (in the UK not usually exceeding £1,000) on the charterer (NPCA, its Skipper, Instructor or other Official).
- 4.3. Upon request, the applicant shall surrender to NPCA, its Skipper, Instructor or other Official, a cheque to cover the applicant's share of the liability.
- 4.4. The total excess will be divided equally between the skipper and the crew.
- 4.5. All members of the crew shall share equally the risk of damaging the boat chartered by NPCA on their behalf, and if the security deposit is retained by the charter company following their claim for damage made during the period of the charter, NPCA shall have total discretion to settle the claim (including any insurance excess) out of the deposit.
- 4.6. The applicants' surrendered cheques will not be cashed or presented to a bank providing that no claim is made by the owner or charter company (who normally has up to seven days following the end date of the charter, in which to claim) for damage.
- 4.7. Following the period of time at which the Security or Damage Deposit is no longer at risk (determined by the contract of the actual charter), the surrendered cheques will be destroyed by the skipper, instructor or other official and an E-mail sent to the applicants to advise that this has been done.
- 4.8. If an applicant prefers that his cheque be returned to him by post, he must include a stamped SAE with the security deposit (when he hands it over or posts it).

5. Safety

- 5.1. NPCA reserves the right to refuse to accept any booking for any reason which in its sole opinion might endanger or otherwise affect the safety of the vessel and or any persons on board.
- 5.2. Consumption of alcohol is at the Skipper's discretion within the bounds of British law or local byelaws.
- 5.3. All NPCA chartered vessels and their skippers are approved to the standards required by the country of the vessels registration.

- 5.4. Life jackets and safety harness will be available on board the boat.
- 5.5. Life jackets and safety harness may be worn at any time but they **MUST** be worn when so instructed by the Skipper/Instructor.
- 5.6. NPCA is not responsible for students/crew ashore.
- 5.7. Sailing is a 'team activity' and can be dangerous. The safety of the boat and crew is the prime responsibility of the skipper. It is essential that you agree to abide by the instructions of the Skipper in all matters including safety, boat handling, cleaning and food preparation.
- 5.8. Sailing is an activity in which there are risks involved. These include (but not limited to):
 - 5.8.1. The sun, the sea and the wind are wholly uncontrollable and both by themselves and collectively can create risks. They impose great strain upon people and on man-made equipment, and may present wholly novel situations even to experienced sailors.
 - 5.8.2. There is a risk that possessions may be lost overboard
 - 5.8.3. There is a risk of seasickness, and consequential debilitation.
 - 5.8.4. There is a risk of injury, and even death, from numerous causes.
 - 5.8.5. All food and drinks on board are prepared and cooked by the crew. All crew members will be required to contribute to the preparation, cooking and cleaning according to their capability. The NPCA Instructor will attempt to ensure that appropriate hygiene standards are maintained during the course but he/she is not an expert in this regard and therefore there is some risk of food poisoning from eating improperly prepared/cooked food or other hygiene failure aboard.
- 5.9. It is a condition of the contract with NPCA that all members of the crew accept the inherent risks of sailing and the risks which may arrive as a consequence of the possible inabilities and ignorance of other members of the crew.
- 5.10. By making a payment to NPCA you will be deemed to undertake that you agree to indemnify and keep indemnified NPCA, its Instructors and Officials against all costs claims damages and expenses whatsoever resulting from or ancillary to the event.
- 5.11. Sailing is an activity which people undertake to test themselves both mentally and physically. High seas and strong winds can lead to tiredness and exhaustion. It is essential that you understand that team work and mutual help is necessary under such conditions and that the Skipper's instructions must be followed.
- 5.12. Before a voyage commences, the Skipper will conduct a safety briefing with the crew. If at that time any crew member feels unable to accept the risks that sailing presents then they may leave the boat before departure. A crew member who exercises his or her free will to leave the boat before departure will not be entitled to any refund of money paid to NPCA or contributed toward communal funds except for the portion of such communal funds not yet disbursed but he or she will remain liable to for his or her share of the remaining unavoidable expenses such as but not limited to mooring fees and fuel that will be incurred by the boat and its crew during the planned voyage.
- 5.13. It is entirely in the discretion of the NPCA Skipper in charge whether the vessel sails at all, or to the intended destination, or completes the intended trip.
- 5.14. A copy of NPCA Safety Policy is available on the NPCA website, www.sailnpca.org/html/safety_policy.html or a printed copy may be requested from the organiser of any NPCA practical course, rally or other event.

6. Health

- 6.1. People wishing to sail with NPCA should be agile and active. You should be able to climb a 2 metre (6ft) vertical ladder un-assisted.

- 6.2. When booking you must make full disclosure on the booking form, in confidence, to NPCA of all medical conditions, physical or mental together with full details of all medication currently taken.

Notifying NPCA of any of the above conditions will **not** automatically prevent you from joining the course, rally or other event.

- 6.3. It is your duty to inform the NPCA event organiser of any changes in your medical fitness between booking and attending the event. You must inform the Skipper or responsible person of any ongoing medication at the start of the activity.
- 6.4. You must be aware that sea sickness is a possibility, this weakens the body, and its ability to react and can affect your medication.

7. Cancellation

- 7.1. NPCA reserves the right to cancel the booking at any time and will endeavour to refund to you all sums already paid. If NPCA cancel for weather or safety reasons (see Section 2.5 above) refunds will not be given unless NPCA are able to recover charter or other disbursements from the charter company or other service providers.
- 7.2. If you wish to cancel your course or rally this must be done in writing and will be effective from the date that it is received by NPCA. If you cancel at least 30 days prior to your course start date you will have the option to rebook a new course or NPCA will refund you 50% of the course fees paid less the deposit which is non-returnable. If less than 30 days notice of cancellation is given, after the balance has been paid, the full course fee will be forfeited.
- 7.3. In the event that you cancel your course or rally, NPCA will attempt to resell your cancelled place on the course. If the place on the course is resold at the full price then NPCA will reimburse your losses less the deposit which is non refundable.
- 7.4. In the event of NPCA cancelling a charter, course, rally or other event, except for weather or safety reasons (see Sections 2.5 and 7.1 above) NPCA shall be liable only for full refund of fees paid. No payment will be paid for incidental costs.
- 7.5. If an insufficient number of applications for berths are received for any advertised practical course or rally by the date indicated, or if a boat provisionally booked by NPCA subsequently becomes unavailable, NPCA shall have total discretion to cancel the intended activity.

8. Course Termination

- 8.1. You are responsible for your conduct. NPCA reserve the right in its absolute discretion to terminate without notice the course arrangements of any student who refuses to comply with the instructions or orders of the Skipper or NPCA Official in overall charge or whose behaviour or competence in their opinion is likely to cause distress, danger or annoyance to the Skipper, other crew members, staff of any third party or service provider or to members of the general public. Upon such termination NPCA's responsibility for your course, rally or other event ceases and NPCA shall not be liable for any costs incurred by you.
- 8.2. Failure to disclose all conditions pertinent to Health and Fitness details may cause you to be put ashore. The grounds for this will be that the Skipper believes you are putting your own or other people's lives at risks or that you are seriously impeding the enjoyment of others. You will be put ashore as soon as practical, the where and when will be at the Skipper's discretion. No refund or travel allowance can be given. In the event of illness the Skipper will make arrangements to the best of his or her ability in the prevailing circumstances to obtain medical support and assistance for you.
- 8.3. If you are put ashore for any reason described in this section you will become liable for damages to cover any additional or out-of-pocket expenses incurred by the boat, Skipper or Crew and for any losses sustained caused solely by the necessity to put you ashore.

9. Insurance

- 9.1. NPCA will ensure that chartered vessels will be insured against all usual marine risks. Such insurance policies do not cover injury to, or loss of life, or damage to or loss of personal property of any person on board against which you should insure prior to the course commencement.
- 9.2. All chartered vessels will have 3rd party liability insurance cover.
- 9.3. We recommend you find travel insurance that gives you financial protection if you have to cancel or curtail your course or holiday, cover loss or damage to baggage, or incur any medical or transport costs.
- 9.4. You are advised to insure your obligation to pay the cost of the course (whether already paid or still owing) in the event that you are unable for any reason to take part. To cover your cancellation risk it needs to start on the date you purchased the policy, not when your course starts.
- 9.5. You are advised to insure against personal injury (including serious injury and death) and loss of possessions that could be suffered while taking part in sailing a yacht at sea.

10. Yacht Specification

- 10.1. NPCA may alter the specification of a chartered yacht if it deems it necessary in its absolute discretion.

11. Photography

- 11.1. Occasionally photographs are taken at NPCA events and used as publicity material. If you have objections to your image being used for this purpose please notify NPCA.

12. Privacy Policy

- 12.1. We will not pass personal details to other organisations except to NPCA Instructors and to Charter Companies for safety and practical purposes.

13. Force Majeure

- 13.1. NPCA will not accept claims and shall not be liable at any time for claims or expenses caused by circumstances beyond its control including sickness, accident, travel delays, weather, strikes, war or civil unrest or an act of God.
- 13.2. Due to the vagaries of weather or mechanical problems NPCA can make no guarantee of the itinerary of the voyage, including joining and leaving ports.
- 13.3. All courses, rallies and other events shall be subject to cancellation, amendment or curtailment at any time and for any reason (inc. (but not limited to) weather (actual or forecast); ability / health of any member of the crew; condition of the boat, etc.).
- 13.4. In the case of a 'force majeure', see clauses 13.1 to 13.3 inclusive, no refund will be given.

14. Legal

- 14.1. No person shall bring aboard any contraband, illegal drugs or other illegal substance or item.
- 14.2. The liability of NPCA to any member of the crew shall be limited to the aggregate of the fees actually paid plus the amount of the security deposit (if paid). NPCA does not seek to exclude liability for personal injury or death as a result of its negligence. No claims will be entertained unless the full amount of the course has been paid or if claims are made more than two years after the date (advertised or actual, whichever is the later) of the end of the course, rally or other event.

15. Dispute

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed and construed in accordance with the laws of England and Wales. Disputes may, when they cannot be resolved by negotiation, with the written agreement of the Parties, be submitted to arbitration or alternative dispute resolution. Matters suitable for arbitration shall be submitted to a single Arbitrator appointed by agreement between the Parties, or if the Parties cannot agree, by the Chairman of the Council of the RYA. The provisions of the Arbitration Act 1996 shall apply.

Nothing in this clause shall affect the rights of the Parties to submit any dispute to the Courts of England & Wales.

New Parks Cruising Association
3 March 2008