



## BOOKINGS CONDITIONS FOR TRAINING AT CHICHESTER YACHT CLUB

### **Booking**

Booking on to training courses and/or sessions should be made at least one week in advance to allow for the correct provision of instructors and boats. Booking may close earlier if maximum numbers are reached, and a waiting list may be in operation.

For Private Tuition, the lead time for a session is a minimum of one week and a waiting list will operate during busier periods.

Dinghy Hire bookings should be made at least 48 hours in advance of the date desired, and the Dinghy Hire Booking Conditions apply.

### **Fees**

All course fees must be paid in full at least a week before the start of the course. A place is reserved on receipt of the full course fee. A place is not confirmed until full payment has been received.

For Club Coaching sessions in a double-handed boat, the fee to cover both attendees will be 1.5 times the course fee.

At the time of booking, attendees who are CYC Members are able to benefit from the members' price on RYA Youth and RYA Powerboat Courses.

Dinghy Hire fees should be paid at the time of booking, and a £50 deposit per boat is required. Any damage found post hire, if not reported before taking the boat out, will be charged to the hirer and deducted from the deposit. The deposit will not be returned until the boat has been checked, and this may not be on the same day.

Dinghy Hire where dinghies are taken away from the Club for competitions and Open Meetings may be allowed at the discretion of the Sailing Manager and General Manager. A £100 deposit per boat is required for any Dinghy Hire where boats are taken away from the Club.

### **Course Cancellation by the Client**

All cancellations must be made in writing.

For RYA Courses a full refund, less a £50 booking fee, will be given if cancellation is made in advance of 14 days of the start date. There will be no refund if cancellation is made less than 14 days before the start date of an RYA course. At our discretion, you may be able to rebook the same course at a later date.

For Club Training, a full refund will be given if cancellation is made in advance of 5 days of the start date. There will be no refund if cancellation is made less than 5 days before the start date. At our discretion you will be able to use the cost of the course to re-book the same course at a later date.

If you start a course and decide to stop training during the course, then no refund or alternative place on another course will be offered.

### **Private Training Cancellation by Client**

All cancellations must be made in writing. A full refund, limited to the course fee, will be made if notification is received at least 5 days or more before the training start date. There will be no refund

if cancellation is made less than 5 days before the start date of the training. A refund, less a booking fee, may be given at our discretion. In the event of adverse weather, we will endeavour to offer an alternative date. If this is not possible then the course fee will be refunded in full.

### **Cancellation by CYC**

Every attempt will be made to ensure that courses are run as advertised. However, CYC reserve the right to cancel a course at any time if viable numbers are not achieved, or there are circumstances beyond our control, such as adverse weather. In this event we will give as much notice as possible and will endeavour to offer the same course on an alternative date. If this is not possible then the course fee will be refunded in full.

### **Dinghy Hire Cancellation**

All cancellations should be made in writing. A full refund will be made if the cancellation is received more than 12 hours before the hire date. Cancellations made less than 12 hours in advance may be eligible for a refund.

CYC reserve the right to cancel a booking at any time should there be circumstances beyond our control, such as adverse weather exceeding the limit on the Dinghy Hire Booking Form. In this event we will give as much notice as possible and will endeavour to transfer the booking to another date or refund the fee in full.

### **Child Protection Policy**

Any person under the age of 18 years of age on the first day of any training must have a parent or guardian onsite or within 15 minutes of the Club, except during RYA Youth or Powerboat courses. If the parent or guardian is unable to stay, another parent or guardian should be placed in loco parentis and the appropriate form completed.

### **Age & Physical Fitness**

For Dinghy Training, instruction is offered from the age of 8, while powerboat courses are offered from the age of 14. Students must meet the minimum age by the 31<sup>st</sup> August in the year the training is being carried out.

There is no upper age limit to the courses offered by CYC. Some of our courses do involve a degree of physical exertion. If you are uncertain about participating, we strongly recommend you seek medical advice. You must advise us, when booking, of any medical issues, conditions, or disabilities. This does not mean that you will be disqualified from participation and the Club will be more than happy to discuss individual needs if necessary. However, it is important to note that the final decision as to your ability to attend a course rests with you, and that CYC, its employees and representatives cannot be held liable for advice they may give. For practical training at CYC, you should be able to swim and be confident in the water. The ability to swim a minimum of 50m is a guideline.

### **Liability**

CYC is covered by a Public and Employers Liability Insurance Policy in respect of loss, damage or injury resulting from negligence by CYC, its agents, employees, or representatives.

### **Insurance**

It is recommended that clients participating in courses at CYC take out their own insurance to cover them against personal accident or injury. When a client is under instruction by an employee or representative of CYC on their own boat, whether as part of an RYA training course or otherwise,

whether they are on the helm or otherwise, the client remains the Skipper of the vessel and as such, is responsible for the safety of the vessel and its crew at all times. If the Skipper feels at all uncomfortable with anything the instructor requires as part of a training exercise, the onus is on the Skipper to inform the instructor in advance, and work with the instructor to give a safe and satisfactory training outcome. We strongly recommend that prior to any Training, the owner of the vessel informs their insurance company that the vessel will be used for training purposes. The owner should confirm to their satisfaction that the vessel is insured for training purposes under their policy, including for any possible third-party damage with a minimum cover of £2,000,000 that is valid for the event and those sailing the boat. In the event of an incident during training, CYC cannot be held liable for any insurance policy excess or contribution thereof. Any client's boats used for training must comply with the RYA's Training Vessels Checklist.

### **Complaints Procedure**

CYC requires any client with a complaint to inform the course instructor, to enable them to address the issue. If this is not possible then the client should contact the Chief Instructor or General Manager. If the client wishes to make a formal complaint in writing, then this should be addressed to: RYA Principal, Chichester Yacht Club, Chichester Marina, Birdham, West Sussex PO20 7EJ; General Manager, Chichester Yacht Club, Chichester Marina, Birdham, West Sussex PO20 7EJ.

### **Safety**

Bookings are only accepted on the understanding that every client agrees to comply with the instruction given by their instructor concerning the safety and security of the training vessel, its passengers and crew. Every instructor working for CYC is required to follow our Health & Safety policy, which has been inspected by the RYA as part of the process of our RYA Recognition. A relevant safety briefing will be given at the beginning of each course by your instructor, please ask for clarification of anything that you do not understand. In the unlikely event of injury please inform your instructor immediately. All injuries will be recorded, with an MAIB report completed for serious injuries.