

## SCYC 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 South Caernarvonshire Yacht Club Ltd (SCYC), a company, trading as SCYC;

“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, incorporating the Centre’s written booking acknowledgement and these Conditions;

“Customer” means any person (including any company, firm or other legal entity) that places an order or purchases or is provided with a Service by the Club, including the parent or legal guardian of any child under the age of 18 to whom a Service is provided;

“SCYC” means SCYC, The Headland, Abersoch, Pwllheli, Gwynedd, LL53 7DP; and

“Service” means any course, 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.

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 it 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 email.

### 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 acceptance of a quotation for Services by the Club by submitting a booking (whether via an online form, or in writing or verbally over the phone or in person), constitutes an offer by the Customer to purchase the Services specified on these Conditions. No offer placed by the Customer shall be accepted by the Club other than:

2.3.1 by a written booking acknowledgement issued and executed by the Club; or

2.3.2 (if earlier) by the Club starting to provide the Service, when a Contract will be established.

### 3. Booking

3.1 Subject to condition 4.5 below, the Customer may make a booking with the Club by completing an online booking form. Please note that places cannot be provisionally booked (except where the booking is deemed by the Club to be a group booking under condition 4.5 below).

3.2 To help you find the right course, please read each course description carefully. Once you have made your choice of course and dates, and have read the booking conditions, please make your

booking with the appropriate payment.

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

#### **4. Payment**

4.1 Fees charged by the Club for Services may be exempt from VAT or subject to VAT at the applicable rate, as confirmed by the Club. All bookings for Services cannot be confirmed or reserved by the Club until we have received the appropriate payment below (plus VAT thereon, if applicable).

4.2 Credit and debit cards accepted are: Visa, Delta, MasterCard, Maestro, Electron.

4.3 All Services must be paid for in full on receipt of invoice.

4.4 The Club reserves the right to cancel any booking for Services at any time by giving written notice to the Customer without prior warning if full payment is not received in accordance with condition 4.3.

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

5.1 The Customer may be substituted by another named individual provided that at least two (2) weeks' prior notice is given to the Club and that substitute Customer satisfies the course criteria. All substitutions have to be made with the consent of the Club 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 date(s) provided that the original booking is made at least eight (8) weeks prior to course commencement. It shall be at the Club's sole discretion as to whether such change shall be accepted.

5.3 If the Customer requests a change to a course or course date(s) 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 of bookings made by the Customer must be in writing and acknowledged by the Club.

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

-cancellation six (6) weeks prior to commencement of course/event: twenty-five percent (25%) of your total course fee shall be retained by the Club;

-cancellation more than two (2) weeks but less than six (6) weeks prior to the commencement of course/event: seventy-five percent (75%) of your total course fee shall be retained by the Club;

-cancellation less than two (2) weeks prior to the commencement of course/event: one hundred percent (100%) of your total course fee shall be retained by the Club.

##### **6.2 Cancellations by the Club**

6.2.1 The Club will use reasonable endeavours to ensure that the Service takes place and in accordance with your booking. However, the Club reserves the right to cancel any booking without prior notice and at any time where the Club is prevented from providing the Service due to Circumstances Beyond Our Control (as described in Clause 17) or where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions.

6.2.2 The Club reserves the right to cancel a course at not less than five (5) days' notice where the Club believes, in its reasonable opinion, that there are insufficient numbers for the course to take place.

6.2.3 Where the Club cancels a course prior to its commencement, 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.

6.2.4 Where the Club cancels a course following its commencement, you will be offered the following options:

- a partial refund to be calculated and paid on a pro-rata basis; or
- the balance of the course to be provided on a later date.

You will be asked by the Club to confirm your chosen option and this may be required in writing. SCYC aim to process all refunds within 10 working days after we receive confirmation from you.

6.2.5 In the event of a last-minute cancellation by an individual as a result of a Covid 19 infection, the cancellation fee will be waived and an alternative date provided to accommodate the individual. No refund will be offered in this case.

## **7. Safety - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION**

7. In addition to enjoyment and learning new skills, safety is of paramount importance on all the Club's courses. Clearly, water sports 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. The Club will perform Services with reasonable skill and care. In providing an appropriate system of work and to manage associated risks, we implement various health and safety measures including appropriate staff qualifications and training, protective and safety equipment, and policies and procedures, which are reviewed on a regular basis. In doing so, we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.

## **8. Health**

8.1 Customers participating in the courses offered by the Club 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.

8.2 The Customer must complete and submit to the Club a health declaration as part of the booking process. The Customer must make the Club aware of any injury and/or illness (for the avoidance of doubt, this includes any of the recognised Covid-19 symptoms as published by the UK Government from time to time) and shall further make the Club'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.

8.3 The Club 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. Covid-19**

The Customer acknowledges that there is an element of risk of exposure to COVID-19 associated with any form of participation in an activity involving other individuals working at relatively close proximity. While we shall adhere strictly to the health and safety protocols and follow all risk assessment recommendations to minimise the risk of exposure to COVID-19, the Customer acknowledges that there remains a possibility that they may come into direct or indirect contact with COVID-19 and the Customer freely and willingly agrees to participate in the Club's courses in this knowledge.

## **10. Special Access or Dietary Requirements**

Any special access or dietary requirements that the Customer might have should be notified to the Club at the time of booking. The Club will use all reasonable endeavours to accommodate these requirements.

## **11. Complaints**

11.1 If the Customer encounters a problem or issue relating to the Services being provided by the Club, the Club 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 at SCYC's Office.

11.2 In the event that the Customer does not receive a satisfactory response following the events set out in condition 11.1, the Customer may request to meet the Club's RYA Training Committee.

11.3 If the Customer's complaint is not resolved satisfactorily in accordance with condition 11.1 and 11.2, please write to: "The RYA Principal, SCYC, The Headland, Abersoch, Pwllheli, Gwynedd, LL53 7DP.

## **12. Unruly Behaviour**

12.1 The Customer is required to have consideration for other people. If, in the Club's reasonable opinion, the Customer 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 or disruption or behaves in any other unruly or anti-social manner ("Unruly Behaviour"), the Club is entitled, without prior written notice, to terminate the Customer's stay/use of facilities or other Services. Such persons will be required promptly to leave the Club's property and no refunds will be made and the Club will not pay any expenses or costs incurred by the Customer as a result of the termination.

12.2 The Club operates a zero tolerance policy towards the use or possession of illegal substances and so called "legal highs". Use or possession of any of them by a Customer is regarded as Unruly Behaviour under this condition 12.

12.3 The Customer shall be liable for any damage or loss suffered by the Club as a result of the Customer's Unruly Behaviour.

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

13.1 This Condition 13 sets out the entire financial liability of the Club (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

13.1.1 any breach of the Contract;

13.1.2 any use made by the Customer of the Services;

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

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

13.3 Nothing in these Conditions limits or excludes the liability of the Club:

13.3.1 for death or personal injury resulting from negligence by the Club; or

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

13.4 Subject to conditions 13.2, 13.3 and 13.5:

13.4.1 the Club shall not be liable to the Customer, 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  
13.4.2 the Club'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.

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

13.6 For the avoidance of doubt, the Club shall have no liability for any loss or damage suffered by the Customer or any other person if and to the extent that it arises as a consequence of any negligence or wrongful act on the part of the Customer.

#### **14. Intellectual Property**

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

#### **15. Photographs or Video Clips**

Photographs or video clips of Customers taken by or on behalf of the Club may appear in our brochures and marketing materials or on social media. If Customers do not wish to be photographed or filmed or do not wish for photographs or video clips of them to be used for the above purposes, please check or un-check the relevant box situated on the booking form or please raise this matter with the course instructor.

#### **16. Data Protection**

We will only use your personal information as set out in our privacy policy which can be found here: Privacy policy - <https://scyc.co.uk/data-privacy/>

#### **17. Circumstances Beyond our Control**

The Club 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 (for the avoidance of doubt, this includes any lockdowns imposed by the UK Government as a result of Covid-19), strikes, lock-outs or other industrial disputes (whether involving the workforce of the Club 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.

#### **18. 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.

#### **19. Waiver**

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

**20. Applicable Law**

20.1 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.

20.2 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 of England and Wales.