

1st Scotsail Training Ltd Sailing course booking form Oct 2007

Contact surname:	Contact Forename:	Single	2 or more:	Family / Group	
Contact Address:					
Contact postcode:			Contact country:		
Contact daytime Tel No.			Contact home Tel No.		
Contact mobile Tel No.			Contact Email:		

Fill in details below. Use this form for a group booking if the invoice is being sent to the address above for group payment, otherwise a booking form is required by each student. Please give DOB if under 18. **It is the responsibility of a group organiser to ensure each invited candidate sees the supplied literature.** Students are advised that a registration form will need to be filled in and signed on arrival giving Next of Kin to ensure our records are fully up to date.

- 1) I declare to the best of my knowledge, I am not suffering from epilepsy, disability, giddy spells, asthma, diabetes, angina, or other heart condition and I am fully fit to participate in the practical sailing course. Please forward details of any medical treatment being received which may be supplied to the course instructor.
- 2) I have read and understood the sailing school brochure, supporting information and current terms and conditions of 1st Scotsail Training Ltd and I agree to fully abide by the current revision posted on our web site. (For extra copies or any assistance needed call on 01475 689 677 or 07990 518 726.)

Students Name and Signature	Address:	Sailing or Theory Course requested	Special dietary Requirements	Qualifications & experience.
Print Name ----- Signature				
Print Name ----- Signature				
Print Name ----- Signature				
Print Name ----- Signature				
Print Name ----- Signature				
Print Name ----- Signature				

Preferred dates From: _____ To: _____
 Alternative dates From: _____ To: _____

Refer to price list on back of this form Calculate amount due. . Check Web for any special promotions on offer.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Course Fees (check WEB for special offers)</td> <td style="text-align: right;">£</td> </tr> <tr> <td>Oil Skin hire</td> <td style="text-align: center;">QTY</td> <td style="text-align: center;">Pay on arrival</td> </tr> <tr> <td>Boot Hire</td> <td style="text-align: center;">QTY</td> <td style="text-align: center;">Pay on arrival</td> </tr> <tr> <td colspan="2">Charter for MCA CS YM exam £125</td> <td style="text-align: right;">£</td> </tr> <tr> <td colspan="2">Total amount for yourself / group.</td> <td style="text-align: right;">£</td> </tr> <tr> <td colspan="2">Deposit (25% at time of Booking)</td> <td style="text-align: right;">£</td> </tr> <tr> <td colspan="2">Balance (75% 28 days before start of course)</td> <td style="text-align: right;">£</td> </tr> </table>	Course Fees (check WEB for special offers)		£	Oil Skin hire	QTY	Pay on arrival	Boot Hire	QTY	Pay on arrival	Charter for MCA CS YM exam £125		£	Total amount for yourself / group.		£	Deposit (25% at time of Booking)		£	Balance (75% 28 days before start of course)		£	<p style="text-align: center;">Tick below on how payment is to be made</p> <table style="width: 100%;"> <tr> <td style="width: 15%;">Cheque</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 15%;">Made payable to</td> <td style="width: 60%;">1st Scotsail Training</td> </tr> <tr> <td>Credit card</td> <td><input type="checkbox"/></td> <td></td> <td> </td> </tr> <tr> <td>Switch</td> <td><input type="checkbox"/></td> <td></td> <td>Subject to 2% banking charge</td> </tr> <tr> <td>Cash</td> <td><input type="checkbox"/></td> <td></td> <td>Cash not to be sent by post.</td> </tr> <tr> <td>voucher</td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Other</td> <td><input type="checkbox"/></td> <td></td> <td>Give details</td> </tr> </table>	Cheque	<input type="checkbox"/>	Made payable to	1st Scotsail Training	Credit card	<input type="checkbox"/>			Switch	<input type="checkbox"/>		Subject to 2% banking charge	Cash	<input type="checkbox"/>		Cash not to be sent by post.	voucher	<input type="checkbox"/>			Other	<input type="checkbox"/>		Give details
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Valid From:	/	Expires End:	/	
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Signature		Date		Charge to my account	£
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Invoice contact **Signature:** _____ **Date:** _____

THIS CONTRACT IS SOLELY BETWEEN ALL SIGNED INDIVIDUALS IN THIS FORM AND 1st SCOTSAIL TRAINING LTD LARGS..

I heard about Scotsail via (Please circle)	Scotsail WEB	RYA WEB	PBO	YM	YL	Other:
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Always read www.scotsailtraining.co.uk for the most recent details of our Sailing courses, offers, news and the current Terms and Conditions

Terms of Payment to 1st Scotsail Training Ltd.

- A deposit of 25% of the course fee is payable on booking the course. The booking is not confirmed until the booking form provided by letter, email or downloaded from the web is returned to 1st Scotsail Training Ltd based in Largs Yacht Haven's marina is completed, signed and agreed deposit has been presented for payment
- The final 75% of the course fee and any extras must be paid **28 days before** the course is due to commence. If the course is booked within 28 days of the start of the course, the full amount of the course is due with the booking form. All payments are held in the 1st Scotsail Training Ltd Client holding account..
- If the final payment is not received within **14 days** of commencement of the course without good reason given to 1st Scotsail Training Ltd , the booking may be deemed cancelled and 1st Scotsail Training Ltd reserve the right to resell without any financial compensation or liability to the student or their payee..
- If the student wishes to change the dates within 14 days of the start of the course, 1st Scotsail Training Ltd will make every effort to accommodate that request. If it is not possible for what ever reason , 1st Scotsail Training Ltd will not be held liable by student or payee for the return of the deposit, balance or any other payments.
- Students can cancel their course if note of cancellation is received at least **2** calendar months before the start date of the booked course and receive a full refund.

Age Limits for Practical Sailing courses

- 1st Scotsail Training Ltd cannot accept students under the age of 16 unless accompanied by a parent or guardian.
- There is no upper age limit, but students should satisfy themselves that they are fit and able to join their chosen course. Sailing is regarded as a physical pastime and students may be asked to undertake physically demanding work. If unsure please contact 1st Scotsail Training Ltd prior to making a booking.

Health requirements before doing a practical sailing course:

- Sailing is an activity sport and it is the responsibility of the student 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 instructor has to put a student ashore or administer medical aid, 1st Scotsail Training Ltd or instructor accept no liabilities.
- In signing this booking form I declare to the best of my knowledge, I am not suffering from epilepsy, disability, giddy spells, asthma, diabetes, angina, or other heart condition and I am fit to participate in the sailing course. Please forward details of any medical treatment being received which will be supplied to the instructor.

Insurance and Personal liability:

- 1st Scotsail Training Ltd yachts are fully insured against accidents and carry third party liability, but responsibility is not accepted for personal accidents, damage, theft or loss due to your proven negligence or caused by other crew's proven negligence. You are strongly recommended to arrange personal insurance cover for your own cancellation, bodily injury, personal property and personal liability.
- Minor damage and losses attributed to your accidental carelessness will be paid for by you, normally taken from the course kitty if that is agreed before hand by all contributors to the kitty, at replacement price - fair wear and tear accounted for. The limit is set at £50 per course student x the amount of students.
- Damage or Loss to hired oil skins / boots or the supplied lifejacket will be paid for by you.
- Damage or loss of your own personal property either by you or any other person on our sailing course is not the responsibility of 1st Scotsail Training Ltd.
- Students under taking the MCA Coastal or Yachtmaster examination where they need to charter the Training yacht will need to contribute to the security deposit which is set at £750 and fill in a charter agreement form. Security deposit will be returned to contributors when the yacht is returned less any damage.

Students responsibilities prior to booking and starting their practical sailing course

- Fully read the supplied sailing course brochure & supporting information on the supplied A4 sheets and terms and conditions posted /emailed or on the Web site and contact our office if further clarification is required. All **current** details of our courses and supporting information are supplied on our web site at www.scotsailtraining.co.uk which should be fully read. Copies are available on request. **NB:** Our courses, terms and conditions subject to change without notice.
- Sign the booking form. This satisfies us that you have read the latest terms and conditions & supporting information and agree and understand what's being booked
- Obtain a copy of the RYA Sail Cruising & Yachtmaster syllabus log book G15. Cost is about £5. (you can get this when you arrive)
- Be contactable by phone several days prior to start of the course just in case there are changes. (Normally if the weather forecasted is very bad) Failure to be contacted is not the responsibility of 1st Scotsail Training Ltd and any costs incurred by you if you arrive when the course has been cancelled.

Student's responsibilities during the practical sailing course:

- Uphold the most recent terms and conditions on our web www.scotsailtraining.co.uk. (Note that our Terms and Conditions subject to change without notice.)
- Ensure you don't undertake any seriously reckless action which jeopardizes the safety of your fellow students, instructor, our Training yacht or endanger others.
- To observe the standards of personal conduct and not engage in any activity which could be considered offensive by fellow students or neighbouring vessels. In the event of totally unacceptable behavior, 1st Scotsail Training Ltd reserves the right to terminate the offending students course without warning. Course fees will not be refunded.
- Contribute to the student kitty to fund extras such as any shore meals, marina berths / moorings, minor damages and extra foods / drinks which are not supplied.
- Accept that you may have different instructors, yachts and training crews especially doing weekends.
- Short Coastal or Yachtmaster examinations may take place during or after the course which you will be asked to crew.
- Accept the initial advice regarding what course to aim for and the final decision of the Instructor regarding the course outcome.
- Fill in a voluntary feedback form. If there is a complaint follow the guidelines laid down in our web and speak to the Principal prior to leaving the course.

1st Scotsail Training Ltd responsibilities providing the practical sailing course:

- Run the courses as laid down by the RYA G27 instructors hand book.
- Supply a suitably MCA coded, fully insured Training yacht similar to the advertised yacht.
- Victual the yacht to cover all on-board evening meals, lunches and breakfasts. Pay for all gas and fuel.
- Endeavor to use the advertised sailing yacht but if the yacht is unavailable thru breakdown or other reason then 1st Scotsail Training Ltd will attempt to find another suitable training yacht. Failing this 1st Scotsail Training will endeavor to place you with another sailing school, offer you another course date or offer a refund. 1st Scotsail Training will not be held liable for any other expenses incurred.
- The instructor will allocate the berth in the yacht in a shared cabin where preference may be given to any female students giving then a female partitioned cabin if possible. Where a dispute arises regarding accommodation the instructor may rotate you round the available accommodation so that each student is treated fairly.
- If bad weather is forecasted then we can delay the start of the course or postpone to another date. 1st Scotsail Training Ltd will try make contact with you by phone giving at least 24hrs notice if possible if a delay is likely. 1st Scotsail Training Instructor has the final say on whether the yacht goes to sea without any exceptions. Any days spent in port due to bad weather will be spent doing theory lessons making up for lost time at sea. If the course is cancelled 1st Scotsail Training Ltd will give you another course date. No refund can be granted to postponement or cancellation due to bad weather as this is not the fault of 1st Scotsail Training.
- 1st Scotsail Training Ltd will make every effort to revise sailing timetables to accommodate late arrivals. However, if such delays affect other students' courses, the Instructor may decide to sail without the delayed student. In such cases it's the students responsibility to try rendezvous with the boat,
- 1st Scotsail Training Ltd 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 or has failed to uphold the terms and conditions of their contract with 1st Scotsail Training Ltd. Certificates are awarded by the Principal of 1st Scotsail Training or chief instructor on the recommendation of the course instructor

Organization:

- Scotsail Yacht charter Ltd act solely as booking agents on behalf of 1st Scotsail Training Ltd which is the recognized RYA sail training establishment. All clients have their contract with 1st Scotsail Training Ltd. The booking agreement Terms and Conditions may be subject to changes out with the control of 1st Scotsail Training Ltd. Major changes of contract may be communicated to the client prior to commencement of course. Contact our office if you need clarification.
- Our web site www.scotsailtraining.co.uk is where the current T&C can be read. This supercedes any older copies in circulation or you have already signed.

Own Boat Instruction:

- In own boat instruction, all the above relevant conditions apply. The owners will be required to:
- Owner to ensure that the owner's yacht is equipped appropriately and is maintained in a proper and seamanlike condition for the intended sailing area.
- Owner to ensure the yacht is fully insured for the duration of the instruction. 1st Scotsail Training will not be held liable for the negligence of the Instructor or crew.
- Owner must provide all traveling and out of pocket expenses for the instruction from 1st Scotsail Training at Largs or their home, whichever is the least
- Owner must retain responsibility for the safety and liability of the yacht and her crew throughout. The instructor will not take on the skipper's responsibilities.

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 1st Scotsail Training Ltd 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 1st Scotsail Training Ltd shall use reasonable endeavors 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 course fees received) already paid by the client shall be refunded. 1st Scotsail Training Ltd determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.