Terms and Conditions

- 1. A deposit of 25% (£50 minimum) is payable at the time of booking. This deposit is not returnable if you cancel (see conditions 3 and 4). On receipt of payment we will then send an acknowledgement (normally by email) together with joining instructions and a notification of the balance. The balance is payable in full 6 weeks before the cruise or course. If there is less than 6 weeks to go before the cruise or course date, the fee is payable in full at the time of booking. (* But see Covid 19 clause above)
- 2. We will take provisional bookings by telephone and hold them for one calendar week (or a shorter period if advised at the time of booking) within which time we need a completed booking and deposit. A booking is only confirmed when you receive the on-line booking confirmation email or a copy of this sent through the post.
- 3. If for any reason except for causes that constitute force majeure we cancel a course or cruise we will refund all fees paid and our liability will cease thereafter. Short delays to rectify technical failures or equipment damage to a vessel are rare but they are a normal risk of boating. If a course or event is disrupted by a technical malfunction to the extent that the training course or cruise cannot be completed effectively Guardian Marine Training will either offer the additional time required on a later occasion or reimburse you pro-rata for the extra time that would be required to complete the course or cruise. Delays or diversion due to very bad weather or its effects on the yacht or its equipment are rare and usually quite limited but in any such case Guardian Marine Training Services Ltd will be under no obligation to provide compensation and will have no liability for consequential loss.
- 4. If you have to cancel before 6 weeks before the course start date we will refund the fees paid less the 25% deposit. If you cancel with less than 6 weeks to go you remain liable for the full amount, although we will try to fill your place and repay you the fee less deposit should we succeed. Cancellation must be notified in writing or by email and the effective date and time of cancellation is the date/time of receipt of the letter or email.
- 5. A booking date that has been confirmed may only be changed (subject to availability) prior to 6 weeks to go to the course start date and on payment of a change fee of £25. If there is less than 6 weeks to go to the course or cruise start date, there is no automatic right to change the date. However, as in the case of cancellation, we can seek to fill your place at the original price or at a discount and credit this amount to a future booking with us. If you are unable to attend and we are unable to sell your place, you should consider claiming against your insurance policy. If you are unable to achieve a re-imbursement under an insurance policy, in exceptional circumstances we may consider offering you a standby place on a future course or cruise. In such a case we would offer you available space at not less than 7 days to go to the start date. If you were to accept we would make the new reservation and charge a booking change fee of £25.
- 6. RYA Vouchers are acceptable in part or full payment for courses.
- 7. The minimum age for all standard cruises and courses (not youth sailing) is 16 years, unless an exception is agreed in writing or by email. Exceptions

- may be agreed where a responsible adult accompanies the minor. Young people under the age of 18 must be accompanied by a responsible adult.
- 8. Guardian Marine Training Services Ltd, its servants, agents and employees are not under any liability whatsoever in respect of personal injury, loss or damage to effects, howsoever caused, while you are attending a cruise or course.
- 9. Guardian Marine Training Services Ltd s a commercial organisation and is unable to make refunds of deposits in any circumstances or of balances in case of late cancellation (unless we fill the place). We strongly recommend you take out travel insurance to cover loss of personal effects, medical expenses and cancellation.
- 10. While you are aboard the boat you must accept the authority of the instructor or skipper in all matters concerning the operation of the yacht and the safety of you and all others aboard.
- 11. Before booking please ensure that you have honestly declared any illnesses or disabilities. These will not necessarily preclude you from taking part, but it is essential to the safety of you and others that the skipper is aware of them. If new medical conditions arise or existing ones change between booking and sailing, please advise Elite Sailing in writing or the skipper on joining.
- 12. Before booking, please satisfy yourself that you have received adequate guidance on the suitability of the cruise or course you are joining.