

Marine Matters UK Ltd

RYA Training Course & Own Boat Tuition Terms & Conditions

1. Students must be 18 years old or over. Students under 18 years can only attend courses with parents or legal guardians, or after the child protection consent forms have been completed by parents or legal guardians.
2. A £100.00 per person per course deposit must be paid when booking; with the balance paid at least 28 days prior to the start of the course. By paying the deposit and/or returning a completed booking form, training students accept our terms and condition as specified in this document.
3. In the case of cancellation by the student, if insufficient notice is given and/or your cancelled place on the course is not filled on a fee paying basis, you forfeit the entire course fee. For the purpose of this clause insufficient notice is 28 days or less prior to the training start date.
4. If, for any reason, Marine Matters UK Ltd is unable to offer the confirmed course we will transfer your booking to another mutually acceptable date or refund the deposit and any balance paid. Marine Matters UK Ltd will not be responsible for any other costs.
5. If a student cancels after the confirmation of booking, but before the payment of the balance, the student remains liable for the payment of the balance unless the place on the course is filled on a fee-paying basis.
6. Students should ensure that they are physically able to take part in the course. Any pre-existing medical conditions **must** be declared at the time of booking. Details of any medication being taken must be recorded on the booking form and the Instructor must also be informed at the time of boarding/commencement of the course. Failure to comply with this clause will invalidate any claim against Marine Matters UK Ltd arising from any medical complaint not previously disclosed.
7. Students must comply with reasonable instructions of Marine Matters UK Ltd staff at all times throughout the course. The decision of any Marine Matters UK Ltd Instructor is final.
8. Marine Matters UK Ltd, its servants, agents and employees are not under any liability, whatsoever in respect of personal injury, loss or damage to personal effects howsoever caused whilst attending a Marine Matters UK Ltd course. It is recommended that students take out their own travel insurance.
9. Any complaints must be made in writing/email within 28 days from the completion or cancellation of the course, complaints received after this date will be invalid. This does not affect your right to provide feedback on the forms provided by Marine Matters UK Ltd.
10. OWN BOAT DELIVERIES/TUITION
- 10.1 The price and number of days quoted assume fair weather and no mechanical failure. Should a delivery be delayed for either of these reasons the usual daily rate will be payable and any additional days will be charged at the standard daily rate.
- 10.2 When instruction is requested during deliveries if the time in transit or prevailing conditions is such that not enough of the course syllabus can be covered Marine Matters UK Ltd reserves the right to withhold the relevant certificate until course completion is achieved. Any additional days instruction required will be charged at the standard daily rate.
- 10.3 Marine Matters UK Ltd may, in its absolute discretion, elect to terminate the Delivery before the Vessel reaches the Delivery Port if the Delivery is delayed by any of the reasons set out in Clause 10.1.
- 10.4 It is the responsibility of the owner of the vessel to inform their insurance company that they are receiving instruction or having the vessel delivered by a professional Skipper and wishes the insurance to cover the Skipper, and his/her liabilities, for the duration of his/her time on board. It is a condition of this booking that the owner of the vessel is in command of the vessel at all times. By signing the declaration below, you accept to comply unconditionally with this clause.
11. DATA PROTECTION
All RYA training centres, including Marine Matters UK Ltd, are required to register certificate holders on the RYA central database before the issue of certificates gained by students. This information is intended for use as a central record only and is not supplied to the RYA, or any other third party, for advertising or marketing purposes.
12. LIMITATION
Any claim arising from or in connection with this Agreement to be brought by one party against the other shall be brought within six months of the completion date of the course or delivery, failing which such claims shall be time-barred.
13. SEVERANCE
The invalidity in whole or in part of any clause in this Agreement shall not affect the validity of the remainder of such clause or this Agreement.
14. LAW AND JURISDICTION
This agreement shall be governed by and construed in all respects in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

I confirm I have read the booking conditions, am willing to comply with all safety regulations and I am fit to participate in the course activities.

Other than stated on the booking form I have no other medical conditions. This includes, but shall not be limited to, angina or other heart conditions, asthma, diabetes, dizzy spells and epilepsy.

Signed: Date: