

RIVAL SAILING TERMS & CONDITIONS (T&Cs)

Please read the following Terms & Conditions carefully as they govern the relationship between You and Us. You must contact Us before booking if you do not understand any of Our T&Cs or wish to ask questions about them. Any booking You make with Rival Sailing will be bound by these T&Cs.

1.0 PAYMENT TO RIVAL SAILING

- 1.1 We require You to pay a 40% deposit of the total fee at the time of booking. Your booking will not be confirmed until We have received this deposit.
- 1.2 We require You to pay Us the outstanding balance of the fee at least 28 days before the start date of Your booking.
- 1.3 If Your booking is made within 28 days of the start date, then payment to Us must be made in full at the time of booking. *If the outstanding balance is not paid within the 28 days preceding the start date, We will deem the booking to be cancelled and reserve the right to resell the booking.*
- 1.4 In the event that You cancel a booking in writing at least 28 days before the start date, a full refund will be given of all monies paid.
- 1.5 In the event of cancellation less than 28 days before the start date, every attempt will be made to resell the booking. If the booking remains unsold, payment will be forfeited unless You choose another available date.
- 1.6 In the event that You do not select another available date, a percentage of the full payment received will be forfeited as follows:

Less than 28 days cancellation	25% of payment forfeited
Less than 21 days cancellation	50% of payment forfeited
Less than 14 days cancellation	75% of payment forfeited
Less than 7 days cancellation	100% of payment forfeited

- 1.7 The maximum number of students on any RYA Course will be five and the maximum number of Participants on overnight sails will be six. Accommodation is shared, consisting of a twin fore cabin, quarter berth and up to four single berths in the saloon.
- 1.8 On some courses and other sailing activities the Instructor may be assisted by a skipper's mate; this will not incur any additional fees.
- 1.9 COVID-19: In the event that You are unable to honour sailing commitments due to infection or rules/guidance relating to Covid-19, every effort will be made to reschedule at a later date.

2.0 CANCELLATION BY RIVAL SAILING

- 2.1 In all sailing activities, the comfort and safety of the crew is paramount. Cancellations are infrequent, but We do reserve the right to cancel, postpone or otherwise alter plans subject to adverse weather conditions, illness, or other unforeseen circumstances.
- 2.2 In the event that We have to cancel, postpone or otherwise alter your booking, We will give you as much notice as possible, verbally and in writing.

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- 2.3 A full refund will be made to You of any monies paid by You to Rival Sailing.
- 2.4 COVID-19: In the event that We are unable to honour sailing commitments due to infection or rules/guidance relating to Covid-19, every effort will be made to reschedule for a later date. A full refund will be offered if rescheduling is not possible.

3.0 AGE LIMITS AND MEDICAL DECLARATION

- 3.1 We will not accept Participants under the age of 16 years unless accompanied by their parent or guardian. Participants aged 16 to 18 years must have signed consent from their parent or guardian.
- 3.2 There is no upper age limit, but Participants should satisfy themselves that they are fit and able to participate in their chosen course or sailing activity.
- 3.3 Sailing is a physically demanding activity and Participants should be aware of the extreme conditions of the sport.
- 3.4 A Medical Declaration & Consent Form must be completed by all Participants before undertaking any Rival Sailing course or activity.

To discuss Your requirements and/or ability to participate in a course, please call Our Principal Instructor on 07780 515 923.

4.0 INSURANCE AND PERSONAL LIABILITY

- 4.1 Rival Sailing vessels are fully insured against accidents and third party liability. However, responsibility is not accepted for personal accidents, damage or loss due to a Participant's negligence.
- 4.2 Participants are recommended to arrange their own personal insurance cover for cancellation, bodily injury and personal liability.

5.0 CLOTHING AND FOOTWEAR

- 5.1 An adult-size coastal sailing suit (jacket and salopettes) will be provided by us unless You have your own appropriate outerwear.
- 5.2 Waterproof, non-slip and non-marking footwear (e.g. deck shoes, trainers, wellie boots) should be provided by You.
- 5.3 Safety-approved lifejackets will be provided by Us to all Participants.

6.0 RYA CERTIFICATES

- 6.1 Rival Sailing is a Recognised RYA Training Centre. All RYA courses will be run to the high standards set by the RYA.
- 6.2 RYA Certificates will not be issued unless You, the student, fulfils the required standard as set down by the RYA.
- 6.3 You must provide a passport photo in order to receive standard endorsement on RYA Day Skipper and Coastal Skipper course completion certificate or certificate of competence (exam passed).

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7.0 DECISIONS MADE BY SKIPPER / INSTRUCTOR / PRINCIPAL

- 7.1 All decisions made by the above representatives will take account of RYA guidelines.
- 7.2 The Principal/Chief Instructor is responsible for the vessel and crew per RYA guidance.
- 7.3 In line with marine practice, from the moment the skipper steps on board the vessel the Skipper's decision is final.
- 7.4 You will at all times follow the instruction of the skipper until the course / sailing activity is complete and the skipper is off the vessel.
- 7.5 If for any reason You do not follow instructions from the skipper or designated substitute then You will be in breach of the Articles of Sailing. The skipper will take any action he or she considers appropriate for the wellbeing of the individual, crew and/or the safety of the vessel as a whole. If the skipper decides to place You at the nearest port in his or her sole discretion for any reason (including, but not limited to, Your antisocial, abusive or dangerous conduct, failing to obey rules or instructions, or illness), no liability whatsoever will be placed on Rival Sailing or the skipper and You will have no redress for any expense or refund of the course fee.

8.0 RYA SAIL CRUISING COURSE FEES

- 8.1 The daily rate for RYA Start Yachting (2 days), Competent Crew (5 or 7 days), Day Skipper (5 or 7 days) and Coastal Skipper (5, 7 or 10 days) is £110 per person.
- 8.2 Course fees are inclusive of the following:
- Food for meals on board, non-alcoholic drinks & snacks, capped at £15 pp per day
 - Berthing fees (5-day courses will include 2 nights in a marina; the additional nights will be spent on moorings or at anchor unless adverse conditions dictate otherwise)
 - Gas and fuel
 - Foul weather gear (jacket and salopettes)
- 8.3 Course fees do not include:
- Evening meal on arrival the night before a 5-day course (a meal at local restaurant, hotel or takeaway can be arranged at Your own cost)
 - RYA log book or RYA Practical Course Notes booklet (these can sometimes be provided by Us at RRP if discussed in advance)
 - Exam fees (Yachtmaster Coastal and Yachtmaster Offshore)
 - Additional costs for food/meals ashore or extra nights in a marina (these costs will be agreed and shared among the crew)

9.0 RIVAL SAILING DAY SAIL FEES

- 9.1 The rate for a skippered Half Day/Evening Sail (HD) is £55 per person for 1-6 Participants. A flat group booking rate of £350 (HD) will apply for 7-8 Participants.

The rate for a skippered Full Day Sail (FD) is £110 per person for 1-6 Participants.
A flat group booking rate of £700 (FD) will apply for 7-8 Participants.

- 9.2 Private bookings for Half Day/Evening Sails or Full Day Sails can be arranged for 2-8 Participants. A flat minimum rate of £165 HD / £330 FD will apply for 2 Participants.

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- 9.3 Day Sail fees are inclusive of the following:
- Soup & sandwich lunch on board (FD only), tea/coffee and snacks
 - Any short stay berthing fees incurred
 - Gas and fuel
 - Coastal jackets and salopettes

- 9.4 Day Sail fees do not include:
- Meals ashore

10.0 RIVAL SAILING HOLIDAY CRUISE FEES

- 10.1 The daily rate for skippered overnight Cruises (2 to 14 days) is £105 per person.

- 10.2 Private bookings for skippered Cruises can be arranged for 2-6 Participants.
A flat daily minimum rate of £315 will apply for 1-2 Participants.

- 10.3 Skippered Cruise fees are inclusive of the following:
- Food for meals on board, non-alcoholic drinks & snacks, capped at £15 pp per day
 - Berthing fees (nights in a marina will be limited, e.g. 2 nights out of 4; the additional nights will be spent on moorings or at anchor unless adverse conditions dictate otherwise)
 - Gas and fuel
 - Coastal jackets and salopettes

- 10.4 Skippered Cruise fees do not include:
- Evening meal on arrival the night before a start date (a meal at local restaurant, hotel or takeaway can be arranged at Participants' own cost)
 - Additional costs for food/meals ashore or extra nights in a marina (these costs will be agreed and shared among the crew)
 - Add-on activities during Themed or Bespoke Skippered Cruises; as they may incur additional costs, prices for Themed or Bespoke Skippered Cruises will be discussed prior to booking

11.0 RIVAL SAILING MILE-BUILDER FEES

- 11.1 The daily rate for Skippered Mile-builders (7 to 21 days) is £105 per Participant.

- 11.2 Private bookings for skippered Mile-builders can be arranged for 3-6 Participants.

- 11.3 Mile-builders can be combined with the RYA Competent Crew or Coastal Skipper course for an additional fee of £25 per person.

- 11.4 Mile-builder fees are inclusive of the following:
- Food for meals on board, non-alcoholic drinks & snacks, capped at £15 pp per day
 - Berthing fees (nights in a marina will be limited, e.g. 2 nights out of 4; the additional nights will be spent on moorings or at anchor unless adverse conditions dictate otherwise)
 - Gas and fuel
 - Coastal jackets and salopettes

- 11.5 Mile-builder fees do not include:
- Evening meal on arrival the night before a start date (a meal at local restaurant, hotel or takeaway can be arranged at Participants' own cost)

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- Additional costs for food/meals ashore or extra nights in a marina (these costs will be agreed and shared among the crew)
- RYA course certificates

12.0 INFORMAL (NON-ACCREDITED) SAILING TUITION

- 12.1 The individual daily rate for Informal Own Boat Sailing Tuition is £200 plus expenses. The daily rate for 2-3 Participants is £300 plus expenses. You will be expected to cover reasonable expenses for Our meals, travel and accommodation as applicable.
- 12.2 The flat daily rate for Informal Tuition on board Our boat is £330 for 1 to 3 Participants and £500 for 4 to 5 participants.
- 12.3 Owners of individual vessels can have instruction carried out on their vessel (Own Boat Tuition) provided said vessel is suitable and is equipped appropriately for the intended sailing area.
- 12.4 Your vessel must be fully insured for the duration of the Own Boat Tuition period. We will require You to produce a current insurance certificate before the start of any instruction.
- 12.5 The owner remains in charge of the vessel throughout the Own Boat Tuition period. The instructor will not take on the skipper's responsibilities; however, the instructor will advise the owner on all matters of safety.
- 12.6 Own Boat Tuition is limited to a maximum of 3 Participants.
- 12.7 Tuition fees on board East End Endeavour are inclusive of the following:
- Meals on board as applicable, plus tea/coffee and snacks, capped at £15 pp per day
 - Any berthing fees as applicable; this will usually include night(s) spend on a mooring or anchorage
 - Gas and fuel
- 12.8 Tuition fees do not include:
- Provision of meals for instructor during period of Own Boat Tuition
 - Travel expenses and accommodation as required for Own Boat Tuition
 - Coastal jackets and salopettes

13.0 COMPLAINTS PROCEDURE

- 13.1 We will do everything to ensure that you have a positive experience with Rival Sailing. If you have a concern or complaint about Our services, You must make Us aware of this at the earliest possible opportunity.
- 13.2 In the first instance, We will work with You to resolve the situation. If You do not feel able to raise Your concerns verbally You can contact us in writing, or do both.
- 13.3 If You have a complaint relating to an RYA course and, after discussing Your complaint with Us, You do not feel that the issue has been resolved to Your satisfaction, We will then refer You to the RYA (Royal Yachting Association).

Complaints to the RYA can be sent by email to training@rya.org.uk or by post to RYA House, Ensign Way, Hamble, Hants, SO31 4YA.