



START POINT SAILING

19 Yellands Park, Kingston, Kingsbridge, South Devon TQ7 4HH
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Booking Form 2009

Please complete and return with your 25% deposit or full fee if your booking is made less than 28 days prior to the start of your course.

Name: Passport/Driving licence No: D.O.B:
Address:
Daytime tel: Email: Mobile number

Course Detail: (please circle required course/charter detail).

Held at/starting from: DARTMOUTH/PLYMOUTH/ KINGSBRIDGE Other:

SHOREBASED COURSES

5 day/3 w/e DAY SKIPPER SHOREBASED
20 week Day Skipper shorebased
Day M/T/W/Th/F/S/S
Venue
The Dolphin Inn, Kingston,
The Flavel, Dartmouth
South Devon Tennis Centre, Ivybridge
9 day DAY SKIPPER sb/prac COMBINED
1 day FULL COURSE SRC VHF GMDSS
1 day FIRST AID

PRACTICAL COURSES - Plymouth/Dartmouth
GROUP DAY SAIL
1 day GO SAILING/FLOTILLA TRAINING
START YACHTING WEEKEND
SKIPPERED CHARTER
5 day/3w/e COMPETENT CREW/DAY SKIPPER
7 day COASTAL SKIPPER
5 day COASTAL SKIPPER/Y-MASTER Prep
YACHTMASTER DoT exam required yes/no
2/7 day GO SAILING

Experience/Qualifications to Date: (please continue on a separate sheet if you wish to expand).

Shore-side Contact detail in case of emergency

HEALTH: Are you, to the best of your knowledge, fit to take this course? YES NO
Do you suffer from epilepsy, diabetes, heart disease, asthma or similar ailment? Please specify: YES NO

Are you on any form of medication?

Doctors details:

SPECIAL DIETARY REQUIREMENTS:

Staying on boat the boat during the shorebased course: YES/NO

Requested Date of Course and Payment

TOTAL COURSE FEE DUE: £
1st date from: to:
2nd date from: to:
EXTRAS: please complete the order form
25% deposit fee enclosed £
Full Course fee enclosed £
Books £
Insurance £
Waterproof hire £
Clothing £
TOTAL ENCLOSED £

If you wish to pay by Mastercard, Visa, Switch, Delta, please call the office:

PLEASE MAKE CHEQUES PAYABLE TO START POINT SAIL WEST

I have read Start Point Sail West's terms and conditions overleaf and fully understand and accept them. I agree to pay the balance at least 28 days before the commencement of the course/charter. If the course/charter is unavailable or is cancelled by Start Point Sail West then I accept that my deposit will be returned to me and that no liability shall attach itself to Start Point Sail West whatsoever, beyond a refund.

I do/do not give my permission for the company to send me emails relating to my booking/and the regular newsletter/special offers

Signature Date:

START POINT SAIL WEST - TERMS AND CONDITIONS

1. **BOOKING PROVISIONAL:** Either verbal or by telephone, will be held of 3 days only. It will not be deemed binding upon Start Point Sail West until confirmed.
 - a) If completed Booking Forms and Deposit/Balance is not received within 3 days the school shall reserve the right to sell the vacancy to another Student/Charter and no liability shall attach itself to Start Point Sail West whatsoever, beyond a refund.
2. **FIRM BOOKINGS:** Will be deemed firm once the Booking Form is received, completed in full and signed, with one per Student/Charter with the minimum Deposit/Balance.
3. **CONFIRMATION:** Start Point Sail West will confirm the booking, in writing, within 5 days of receiving the Booking Forms.
4. **DEPOSIT:** is required if the booking is over 28 days from the date of the course as per the literature or charter date as requested.
 - a) If within 28 days of the date of the course/charter full fee is required.
 - b) If within 28 days prior to the course the Student/Charterer has not paid the balance of the fee, on the 28th day a reminder letter will be sent to the address overleaf. If 21 days from the date of the course the balance has not been received Start Point Sail West reserves the right to sell the Student's/Charters booking, named overleaf.
 - c) If Start Point Sail West is successful in selling this berth and mitigating its costs the student/charterer overleaf will only forfeit the deposit.
 - d) If Start Point Sail West fails to sell the booking the Student/Charterer will be liable for the full fee. If the Student/Charterer fails to remit the balance due, it is agreed that 3% per month can be added to the outstanding amount, on compound interest rates, from the twenty eight day, prior to the course/charter until paid.
5. **COURSE DURATION:**
 - a) Weekend courses from approximately 0900 hrs Saturday until approximately 1700 hrs the following Sunday.
 - b) 5- day Certificate Courses, from approximately 0900 hrs Monday until 1400 hours the following Friday or the same times Wed - Sun, or Sat - Wed.
 - c) 7-Day Courses, from approximately 0900 hours Monday until 1400 hrs the following Sunday.
 - d) 9-Day Courses, from approximately 0900 hours Saturday until 1400 hrs the following Sunday.
 - e) 9-Day longhaul courses, from approximately 1700hrs Sunday until 1700 hrs Friday week.
 - f) The foregoing times are, of course, dependent upon the weather conditions and the Instructor's Skipper's decisions and the sea-worthiness of the vessel at the time.
6. **CHARTER DURATION:**
 - a) Skippered charters - as specified on the charter agreement
 - b) Bareboat charters - as specified on the charter agreement.
7. **DELAY/NON ARRIVAL:**

Subject to the foregoing the vessel on the weekend courses will wait for a late Student up until 2000 hrs. On the day prior to the start of the course the student can stay onboard by arrangement, provided the Student is on board before 0900 hrs the day the course/charter starts no problem arises. The vessel setting out on courses/charter will not wait beyond 0900 hrs on the start day.

 - a) If a student cannot attend their course through illness or commitments elsewhere it is requested that Start Point Sail West is contacted as soon as possible. Every possible attempt will be made to mitigate the Student/charterers costs, to let the booking elsewhere. If successful the Student will only forfeit the deposit less admin fees. If unsuccessful the Student will be expected to pay the full fee.
 - b) Any Student/Charter who fails to arrive, for any reason whatsoever including illness and has not notified Start Point Sail West, will automatically forfeit the total monies paid and no liability by doing so shall attach to Start Point Sail West whatsoever.
8. **LATE RETURN OF SAILING VESSEL:** For whatever reason beyond the date of the course. The Students can stay onboard at Start Point Sail West's victualling expense or return home if they wish at their own expense. No liability shall extend beyond this. Charterers are subject to the terms of the charter.
9. **UNDER 18'S:** 12 - 16 year olds accepted when sailing with parent for guardian. Unaccompanied children accepted at 16-18 but all Booking Forms for children under 18 to be signed by parent or guardian, stating this fact after the signature. Children younger than 12 are accepted by us at our discretion.
10. **INSTRUCTION ON YOUR OWN YACHT:** All conditions herein apply plus the Student will be expected to reimburse any travelling or out-of-pocket expenses for the Instructor from the Easton base to wherever the vessel is lying, and the return journey plus salary on a pro-rata fee rate, if applicable.
 - a) The Student's vessel will be expected to be equipped with the minimum RYA standards and provide the Instructor with all bedding, victualling whilst on board. If the Student's vessel is over 50 miles from Dartmouth and it is not possible for the Instructor to get to the Student's vessel within 2 hours, please allow pro-rata fees.
11. **INSURANCES:** The Student must notify his Insurance Company that our Instructor will be taking over as Skipper for the duration agreed and that the Students Insurance is Fully Comprehensive and covers all aspects of normal marine insurance for the area in which the Skipper is expected to sail. With additional days leeway to allow for adverse weather.
11. **SKIPPER'S/PRINCIPAL'S DECISIONS:** The Principal's decision is final at all times, on any of the Start Point Sail West's property and the Start Point Sail West's vessels until the Skipper takes over.
 - a) Skipper's Decisions: From the moment the Skipper steps onboard the instruction vessel in accordance with marine practice, the Skipper's decisions are final always.
 - b) All crew/students will accept all orders and decisions given to them by the Skipper at all times whilst onboard Start Point Sail West's vessel or ashore, for the duration of the course/charter until the course/charter is complete and the Skipper is no longer onboard the vessel. The Skipper's authority is total day and night in accordance with Marine Law.
 - c) If for any reason whatsoever a Student/Charterer does not accept an order from Skipper or his designated substitute, whether the Student/Charterer considers it to be reasonable or not, the Student/Charterer shall be considered to be in breach of his Articles of sailing. The Skipper shall take any action or decision he considers fit for the well being of the vessel and crew. If The Student/charterer is placed ashore at the nearest port no liability whatsoever shall attach itself to Start Point Sail West and neither shall the Student/Charterer have redress for any expenses or unused portion of the fee. Neither any redress against the Skipper or Start Point Sail West as a result of action's taken by the Skipper.
12. Every attempt will be made to give pupils maximum sea time. However, if in the Skipper's opinion weather conditions, safety or any other consideration renders it imprudent, the Skipper's decision is final.
13. **VESSEL CHANGE:** If Start Point Sail West changes vessels, due to any vessel becoming unsuitable, for any reason whatsoever, or delay in this in no way affects the validity of the booking of the Terms and Conditions stated herein they remain good.
14. **SCHOOL CANCELLATION:** If, for any reason, Start Point Sail West is unable to fulfil a booking or a vessel becomes unseaworthy for any reason whatsoever, Start Point Sail West will inform the Student immediately the knowledge is available. No liability shall attach itself to the Start Point Sail West beyond the refund of the full fee paid by the student(s)/charterer or unused portions thereof.
15. **SCHOOL INSURANCE:** Start Point Sail West is insured for Instruction. However Student's needs vary. Start Point Sail West strongly advises that the Student obtain their own insurance for Sickness, illness, Start Point Sail West's fees, illness or accident onboard, or any other reason the Student considers prudent for his personal life style or well being. The Student agrees the Start Point Sail West insurance policies are adequate and the Policy is available, on request, for inspection at Start Point Sail West.
17. **DISCLAIMER:** No liability is accepted for any Student's vehicles parked in the Marina grounds, or Student's/Charters Possessions in the vehicles, on the pontoons or in Start Point Sail West's vessels or accommodation.
 - a) No liability is accepted for Students whilst on School Grounds, in any of the School/Company properties, on ladders, pontoons or vessels and all Students/Charterers participate in any aspect of any course at their own risk.
18. **BREAKAGES OR DAMAGES:** Howsoever caused must be immediately notified to the Skipper or Principal for safety. Students shall be liable for any loss or damage to Start Point Sail West's equipment, vessel's equipment, up to and including the first £300 per item.
19. Start Point Sail West's standards of instruction are high and certificates will only be issued at the end of a course if, in the opinion of the School's Instructors and Principal, the Student has reached the necessary standard. The School's Principal and Instructor's decision shall be final and accepted by all Students.
20. **DUTIES ONBOARD:** All Students will be expected to participate in cooking, cleaning vessel and routine maintenance as required by the instructor. At the end of the Course all Students/Charters will be expected to clean the vessel from stem to stern.
21. **DISPUTE:** In the event of a dispute not being settled by mutual agreement, it is agreed that the President of the British Law Society shall elect an Arbitrator whose decision shall be final. It is further agreed all agreements between customers, clients, Students, Charterers and staff of Start Point Sail West shall be governed by British Law, even when the dispute occurs outside British territorial waters.