

# Corporate Sailing and Racing Booking Terms and Conditions

Seaview Mermaid Chartering Events Booking Conditions 2018 – for multiple Mermaid charter in Seaview  
Please read these booking conditions carefully, they form an important part of your contract with Seaview Mermaid Chartering.

All products advertised within our brochures and on our website are operated by Seaview Mermaid Chartering with the Club registered number 4446786 (hereinafter called 'the Club', 'us', 'our' or 'we'), of Sea View Yacht Club, Esplanade, Seaview, Isle of Wight PO34 5HB, United Kingdom and are sold subject to the following conditions.

## Law & Jurisdiction

This contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

## How to Book

To make a booking you can contact us in several ways; directly over the telephone, or via our website. The person making the booking (the Lead Name) must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in the party. You will need to pay a Non-Refundable Deposit within 21 days, payable to 'Sea View Yacht Club Limited', being 40% of the total charter fee. The booking will only be confirmed on receipt of deposit and by paying the deposit the charterer accepts these terms & conditions. If we do not receive deposit payment, within the period specified the date(s) you reserved will be released.

We will then invoice you for the remainder of the charter fee due, which we request you pay no later than 8 weeks before the commencement date of your arrangements. If you do not pay the balance by the due date, we reserve the right to cancel your booking and you will be liable for the full cost of the charter. If you book less than 8 weeks before the charter date, full payment must be made on booking. Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a credit card fee of 2% including VAT. A contract will exist between us from the date we issue the Charter Fee Invoice. When you receive the Charter fee invoice please check the details carefully and inform us immediately if anything is incorrect. Once a booking has been confirmed, offers and discounts cannot be applied retrospectively.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you or your parties enjoyment of the charter. If you are booking a charter, you, the Lead Name confirm that you and/or members of your crew are capable and competent to sail the Mermaids in the conditions and racing area of charter (as defined by SVYC Chartering), and as set out in these terms and conditions.

## Your Price

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your selected arrangements and / or additional facilities which you have requested.

## Sailing Qualifications, Safety and Your Obligations

By making a charter booking, you, the Lead Name, confirm that you and/or members of your crew are capable and competent to sail the Mermaid in the conditions and cruising area of charter in line with Seaview Mermaid Chartering requirements, as advised at the time of booking, and as set out in these booking conditions. We would ask that all Skippers you are bringing for your charter are familiar with the ISAF Racing Rules of Sailing (RRS) and at least to the standard of RYA Seamanship Skills from the Keelboat / Dinghy / Multihull Scheme, or RYA Day skipper from the Yachting Scheme. The important elements are that in normal sailing conditions helms/Skippers are able to sail on and off the moorings unaided, reef the boat using a slab reefing system and be able to manage the crew's safety on-board, including the highly unlikely scenario of being able to recover a man over board onto the Mermaid. If helms feel unable to complete the above tasks it is recommended that you ask us to provide a Sea View Yacht Club Helm to enable your party to get the best out of their day.

# Corporate Sailing and Racing Booking Terms and Conditions

Where your arrangements include a Club Helm, the Club helm will crew the Mermaid and it is necessary that you abide by his/her authority.

Where your arrangements do not include a Club helm, the skipper of a Mermaid has primary responsibility for the safety of the crew and craft at all times. The skipper is responsible for ensuring that he/she and the crew are competent to undertake the planned programme. The skipper must take note of safety information contained in any written material given to you by the Club. The club is responsible for briefing the crew on the Mermaid and the Mermaid's systems before the Mermaid leaves the Club moorings and makes passage. In the interests of safety, the Club's staff may order a change to your race programme; decide whether or not conditions are safe to use a Mermaid. For example, without limitation, the Club may instruct you not to take the Mermaid out if the Club considers, in its absolute sole discretion, the weather conditions to be too dangerous. You must follow the instructions of the Club. After inspection of the Mermaid by you, the Club reserves the right not to hand over the Mermaid to you and/or your party if the Club, in its absolute sole discretion, is of the opinion that you and/or your party are not, or may not be, competent to be in charge of the Mermaid. Should this be the case, the Club reserves the right to add a helm to the charter event, at your cost.

## Participation Requirements

No unaccompanied minors (those under 18 years of age) can be accepted. We will provide an adequate number of personal buoyancy aids for your party, but unfortunately we do not provide wet weather gear so you will need to bring your own, as this not only keep you dry but reduces wind chill. You will also need to bring along a towel, a hat, sunscreen and a change of warm clothing together with suitable shoes (Please wear appropriate footwear. Sandals and flip flops will not be permitted) to use whilst afloat. Always take extra layers of clothing out on the boats. The Skipper will need a waterproof watch to follow the starting sequence. Please note that if anybody in your party is deemed to be unsuitably dressed for the conditions it is possible that they may not be allowed to go afloat. We do provide personal buoyancy aids for children under the age of 13. Under 13's are allowed on charter events, providing they are accompanied by an adult and it is the sole responsibility of the Chartering adult to bring adequate safety equipment. By agreeing to these terms and conditions you are acknowledging and accept that the adult skipper is responsible for providing any under 13's with safety equipment. Failure to comply will constitute a breach of these booking conditions and result in such persons being excluded from your arrangements in which case all monies paid will be forfeit. The minimum age for skippers is 18 years. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of your charter and make arrangements for the provision of any medication or other treatment which may be required during your arrangements. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from your arrangements in which case all monies paid will be forfeit.

## Temporary Membership

For the duration of your visit you will become temporary members of the Sea View Yacht Club. To comply with licensing requirements we need the names of those attending your Regatta at least 5 days before your charter date.

## Equipment and Mermaid Insurance Cover

Our insurance policy provides comprehensive and adequate cover for the Mermaids and for equipment of your skipper and crew. The Club cannot be held responsible for any loss which you may suffer as a result of the insurers refusing cover, including without limitation, which is as a result of you providing incorrect information, such as previous sailing experience, when requested, or due to your negligence, deliberate default or wilful misconduct. Should damage or loss to Mermaids and equipment be caused as a result of you not obeying the Club's reasonable instructions, you will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge.

## **Corporate Sailing and Racing Booking Terms and Conditions**

For the avoidance of doubt you and your party shall not be liable for any loss or damage to Mermaids or equipment caused through acts outside the direct control of yourself or your party (which includes but is not limited to loss or damage caused by adverse weather conditions) or through the acts of any third party.

The Club agrees to insure and keep insured the Mermaid against public liability and marine public liability to such an extent as the Club in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Club), or damage to or loss of property of any person on board against which you must insure prior to the charter. Advice about such insurance is available from the Club on request.

### **Insurance Excess Waiver**

Our Insurer offers the chance to waiver the £400 per incident excess for a cost of £185 per day including VAT. This stops the embarrassment of having to ask your guests to pick up the tab if they have been a bit careless with our Mermaids.

### **Weather Insurance**

In the event of your day being unable to run prior to 14:00 because the SVYC management deems that the wind or sea conditions are not safe for your charter to go ahead, you will be able to get a refund of your Deposit and Balance of payment for the Mermaid fleet less the Weather Insurance payment. This Policy has to be purchased at the time of booking and is unable to be added at a later date and can only be reclaimed if your party can't get afloat at any stage between your arrival and 14:00 and you were in the Club house during this period. The cost of this service for 2018 is £850 including VAT per day regardless of fleet size being used.

### **Acceptance and Return of Mermaid by You**

The Skipper will receive a full Mermaid briefing prior to racing, and be given a buoy chart for your intended race program, a disclaimer form which must be completed and returned to the Club before departure. Upon completion of the Mermaid brief, if the Club has not received any comments from you with regards to operation of the Mermaid to the contrary, it will be deemed that you are satisfied with its being able to operate the Mermaid safely and correctly.

On return of the Mermaid to the Club mooring, the Mermaid must be in the same condition as it was delivered to you on the commencement time of your charter arrangements, please to remove all personal effects. Any damage, incident or defect must be reported by you to an authorised member of the Club's staff promptly and must be detailed on the sign off form of condition. The authorised member of the Club's staff carrying out the inspection will note any apparent defects it notices (if any) on the Mermaid's condition. The Club reserves the right to charge £10 per hour for cleaning the Mermaid if it is not returned in the same condition as it was delivered. Following inspection of the Mermaid by the authorised member of the Club's staff, the authorised member of the Club's staff shall also sign the Mermaid's form of condition.

### **Termination and Repossession**

Should it come to our attention that you have committed a material breach of any of these booking conditions we may terminate your contract immediately and take whatever steps are necessary to take possession of the Mermaid. Such termination and the taking of the possession of the Mermaid shall be without prejudice to any rights and remedies, which may have accrued to us prior to the date of or by reason of such breach. We shall, in these circumstances have no liability for the unexpired part of your arrangements.

### **Mermaid Damage.**

Seaview Mermaid Chartering clients have options for Charter and options for racing to cover themselves for accidental damage or loss. The insurance excess for collision damage is £400 per instance. Please note the Mermaid Damage Insurance does not cover any acts of gross negligence, such as damage occurred whilst sailing outside the defined sailing area as instructed during the Mermaid briefing, sailing under the influence of alcohol or drugs.

# Corporate Sailing and Racing Booking Terms and Conditions

## Behaviour

You must accept responsibility for the proper conduct of yourself and any members of your party. The Club cannot be held responsible for under age consumption of alcohol. We reserve the right in our absolute sole discretion to terminate without further notice, and without liability on our part, the arrangements of any client:

- a) who refuses to comply with the reasonable instructions or orders of the Club staff (including without limitation where applicable to your arrangements, the Club Helm, or other responsible person in authority;
- b) who commits any illegal act when on charter; or in the reasonable opinion of the Club staff (including without limitation where applicable to your arrangements, the Club Helm or other responsible person in authority, whose behaviour is disruptive, threatening or abusive or is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and, in any circumstances, we shall not be liable for any extra costs incurred by you and no refunds or compensation will be paid to you. We may make a claim against you for any costs and expenses incurred as a result of your behaviour and criminal proceedings may be instigated.

## If We Change or Cancel Your Booking

The arrangements for events held with the Club are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. Every care is taken to ensure that our website information is still as accurate as possible at the time of publication. We reserve the right to change any of the facilities or services or prices described in the brochures or website. Most of these changes will be minor and we will advise you of any changes known at the time of booking. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the arrangements and made include, without limitation:

- a) accepting a replacement charter/event from us of equivalent or closely similar standard and price; or
- b) cancelling your booking, in which case we shall refund you in full.

We also reserve the right in certain circumstances to cancel your arrangements. For example, some events are dependent on a minimum number of Mermaids participating. We shall assess whether the minimum number has been achieved and inform you as soon as possible. If the minimum number is not achieved, we reserve the right to cancel your arrangements. However, in no circumstance will we cancel your booking less than 8 weeks before the commencement date of your arrangements except for reasons of force majeure (as defined below), failure on your part to pay the deposit and/or final balance and/or relevant security deposit option, or for any other reason beyond our control.

## Compensation per person

If you make such arrangements which you are then unable to use due to a change in your itinerary, we shall not be liable to you for the cost of those arrangements.

Force Majeure means any event which is beyond our reasonable control of the services in question, including without limitation war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events.

## If You Have a Complaint

If you have a problem during your charter/event, you must inform a member of Club staff immediately. If your complaint is not resolved locally, please follow this up within 35 days of your return home by writing to us at our Secretarial Department, Sea View Mermaid Club, Esplanade, Seaview, Isle of Wight PO34 5HB, United Kingdom, giving your booking reference and all relevant information. We can usually sort out any complaints you may have.

# Corporate Sailing and Racing Booking Terms and Conditions

## **Our Liability, Conditions of Carriage and Limitations**

Our obligations, and those of our suppliers providing services or facilities included in your arrangements, are to take all reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. The suppliers of the services and facilities included in your arrangements should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, is limited to a maximum of three times the price of your booking. We shall have no liability where the cause of the failure to provide, or failure in, your arrangements or any death or personal injury you may suffer is not due to any fault on our part or that of our suppliers, because it is either:

- (a) directly attributable to you or a member of your party;
- (b) attributable to someone unconnected with your arrangements and is unforeseeable or unavoidable;
- (c) is due to Force Majeure;
- (d) is due to unusual or unforeseeable circumstance beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (e) an event which neither we, nor our suppliers could have foreseen or forestalled.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However should you or any member of your party suffer by misadventure death, illness or injury during the period of your arrangements from an activity which does not form part of the arrangements made by us, we shall at our absolute sole discretion give you support including advice, guidance and assistance.

Please note that the timings of departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

## **Photography**

An essential part of the success of our brochures is using photography that gives clients a true idea of the product, rather than using models. Photographers are occasionally in our racing areas. Subject always to receiving your express written consent, any member of your group and any company or organisation affiliated with Any likeness or image of you secured or taken on any of our arrangements may be used by the Club without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind such as brochures, slides, video shows and the internet. If you have any strong objections to close up photography of yourself and your party, please indicate your feelings to the photographer at the time.

## **Charter and Event Information Documents**

If we issue detailed event information documents for your booking, these event information documents and all the information contained therein will be deemed to be part of the contract. Event information documents available from our website or by post from Sea View Yacht Club, Esplanade, Seaview, Isle of Wight PO34 5HB, United Kingdom, contain up-to-date definitive information about the program and arrangements. Should there be a discrepancy between the information in the brochure or website and the event information documents, the information in the event information documents supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

## **Special Requests**

CATERING & EXTRAS ACCOUNT: The Charterer agrees to settle the complete account within fourteen days of the Charter Date. The Club will consider special requests, when you book. We will tell you

# Corporate Sailing and Racing Booking Terms and Conditions

whether there is a change for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing.

## Privacy Policy

Seaview Mermaid Chartering's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

## Information about you:

### Your Information

This refers to a combination of information such as your name, contact details, and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us.

We will update your information whenever we can to keep it current, accurate and complete.

### Our Use of Your Information

(1) Personal data – You agree that we may process your personal data solely for the purpose of providing the services. We may not transfer personal data to any individual or organisation without your prior written consent.

Data processor – Where we act as your data processor, we will act only on your lawful instructions and we will comply with obligations equivalent to those imposed on you by the seventh principle of the Data Protection Act 1998 (as may be amended).

(2) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

### Direct Marketing Material

(1) We may from time to time contact you with information on offers of brochures, new products, forthcoming events or competitions. Our websites will assume you to agree to e-communications when you make a booking. We will tailor the information we send you unless you tell us not to. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation.

(2) You may indicate your preference regarding receiving third party direct marketing material.

(3) If do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

### Your Rights

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email" or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

## **Corporate Sailing and Racing Booking Terms and Conditions**

(3) For a list of relevant brands, please send us your request. Please write to Sea View Yacht Club, Esplanade, Seaview, Isle of Wight PO34 5HB, United Kingdom.

### **USE OF TOOLS/"Cookies" and Links to Other Websites**

If our contact and dealing with you is via our website(s), we may use cookies. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). By using our website(s), you consent to our use of cookies.

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

### **Monitoring**

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web traffic, activities, etc. and social media. All recordings and derivative materials are and shall remain our sole property.

### **Security Statement**

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

### **Changes to this Policy**

Any changes to this Policy will be posted online and/or brochure.