

# Metropolitan Police Sailing Club



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# **COURSE & CRUISE BOOKING CONDITIONS: (Please read carefully)**

The overall management of Metropolitan Police Sailing Club Ltd (hereafter referred to as 'MPSC') courses and cruises is vested in the MPSC Executive Committee. Responsibility for day-to-day operation of sailing and powerboat courses is undertaken by Rear Commodore Training and cruises by Rear Commodore Offshore (RCO) assisted by the Club Administrator.

Any reference to student in these conditions also applies to crewmembers on club cruises.

#### 1 MPSC

- 1a Unless otherwise stated the yacht is equipped for cruising in accordance with the onboard inventory. Minor deviations, which do not affect the overall ability of the yacht to fulfil her purpose, may be made from time to time.
- Lifejackets, harnesses and other appropriate safety equipment are provided. Linen, pillows and sleeping bags are not supplied. Students should ensure that they have appropriate non-slip footwear and where necessary waterproof boots. Students requiring any additional or special equipment on board must make such a request in writing at a reasonable time prior to booking.
- The MPSC will exercise all due diligence to ensure that the yacht and equipment aboard is in every respect in good order. They shall be exempt from all liability for loss, damage or injury to persons or property howsoever arising, whether occasioned or contributed to by any act, neglect, default or omission of the MPSC Ltd, it's employees, members or agents or by reason of any defect in, or any insufficiency of the vessel and equipment, whether existing at the commencement of a course or cruise or at any other time.
- 1d Bookings are accepted subject to the yacht and skipper being available. The MPSC reserve the right to cancel any bookings made and in the event of such cancellations no liability shall fall on the MPSC except that any monies paid shall be refunded.

#### 2 Students

- 2a Students who are eligible within the current rules to be members of the MPSC at the time a booking is made, must be members or take up membership forthwith. Guests may be taken from time to time in accordance with any club policy or byelaws pertaining at the time and at the discretion of the MPSC. A surcharge may be made in these cases'.
- The MPSC may provide waterproofs on request, but students will be responsible overall to provide their own clothing and footwear, which must be suitable for the sailing conditions anticipated.
- 2c Students must at all times comply with the reasonable directions of their instructor or skipper. Failure to do so may result in the student being removed from the course or cruise. No compensation or redress will be given.

## 3 Booking

- 3a Places may be reserved by telephone or email and may be held for 5 days pending confirmation by the student. After this time they may be resold.
- To confirm their place the student must forward a completed booking form together with the appropriate fees to the MPSC in accordance with the conditions set out on the current booking form. Payment terms are:£100.00 deposit on booking with the balance payable least 8 weeks prior to the start of the course or cruise.
- 3c Payments may be made by Internet banking or PayPal for courses and cruises.
- 3d If the balance is not paid by the due date, the MPSC may resell the place and no refund will be made to the original student.
- 3e The MPSC reserves the right to require a surcharge in the event of late payment.
- 3f A booking will not be deemed to have been made until the signed booking form and deposit have been acknowledged in writing or by email by the MPSC.
- 3g By submitting a booking form students will be deemed to have accepted in full these booking conditions.

#### 4 Cancellations

- 4a When 56 clear days notice of cancellation is given in writing or email to MPSC Ltd, all monies paid will be refunded.
- 4b If less than 56 clear days notice is given £100.00 or the course/cruise fee if a lesser amount will not be refunded. (But see para 4c)

- 4c If cancelled less than 42 clear days prior to the start date, no monies will be refunded.
- Where cancellation occurs, the MPSC will endeavour to resell the course place or cruise in an effort to minimise the loss to the student. Existing vacancies will be sold in advance of any places resulting from student cancellation. If the students place is not resold then they will remain responsible for the cancellation penalties as at paragraph 4a to 4c above.
- Where a student requests a change of course date, this will be considered as a cancellation of the original course and a new application for the revised date.
- 4f Students are advised to take out holiday cancellation insurance.

## 5 Disputes

In the event of any dispute involving the above conditions or any breach of them, the facts will be considered and decided upon by the Executive Committee of the MPSC Ltd. The decision of the Club, which will be communicated in writing to all parties involved, will be final.

Amended 26/5/2018