



SPEEDBIRD OFFSHORE  
YACHT CLUB

# Practical Course Booking Form

Personal details			
Full Name		SOYC Memb No.	
Address		M/F	
		Profession	
		Date of Birth	
		Postcode	
Telephone		Mobile	
Email			

Booking information			
Course Name		Cost	£
Start date & time		End date & time	
We recommend that all clients have a G158 logbook, if you would like a copy please tick the box and a fee of £7 will be added to your course fee. It can be collected when you arrive.			

Practical course bookings only. Please let us know your experience to date

Sailing experience	Please insert details
Miles Days at sea	
Night hours	
Overnight passages	
Skippered passages	
Passages over 60 miles	
Qualifications	Please state and date completed
RYA Qualifications held	
VHF Radio licence	
First Aid	
Radar Qualification	

Personal details	Please note, medical conditions to be entered on last page
Dietary requirements (including any allergies)	
Next of Kin name,	
Next of Kin Address	
Next of Kin contact number	

## **Booking Terms and conditions**

**Payments** - A deposit of 30% of the course fee is required before a booking can be confirmed. The outstanding course fee must be paid one month before the course start date. If the course is booked within one month of the start of the course, the full course fee is due with the booking. If final payment is not received, the booking may be deemed cancelled and SOYC Ltd reserves the right to resell the booking.

**Age limits** – Minimum age is 16. Clients between 16 and 18 must have their booking form countersigned by a parent or guardian.

**Clothing** – Clients must provide their own suitable clothing.

**Insurance** - The yacht is insured against accidents and third party liabilities. The School, its servants, agents and employees accept no responsibility for personal accidents caused by a client. Clients will be asked to pay for damage and losses to the yacht and/or its fittings or equipment attributed to the carelessness of the client. The School, its servants, agents and employees will not accept responsibility in respect of personal injury, loss or damage to clients' personal property and effects howsoever caused, whilst attending any course. All clients are advised to take out their own insurance cover for personal injury, medical expenses and their own property whilst on board and travelling to and from any course or event, including cancellation charges. RYA Instructors, RYA Senior Instructors or RYA Coaches do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training and/or coaching and/or instructing unless such injury Yacht Club Insurance Scheme loss or damage was caused by, or resulted from negligence or deliberate act

**Cancellation by the School** - The School reserves the right to cancel courses or events, change plans or use alternative Instructors or boats if and as circumstances dictate. If a course or event is cancelled, the client will be informed as quickly as possible and unless an alternative date can be agreed, all monies paid in respect of that course or event will be reimbursed. The School will not be liable for any additional or consequential costs or expenses. Should a course or event be cut short by the breakdown or damage of a boat or any other cause the School's liability will be limited to the return of clients to the starting port and the School will not be liable for any consequential costs or expenses. The cost of the course or event will be refunded in direct proportion to the time lost after the failure of the boat. Although every effort will be made to adhere to the published course dates there is no guarantee of this and we accept no liability for expenses incurred due to late return of the vessel for any reason.

**Cancellation by the client** - If the client wishes to change a booking within one month of the course start date SOYC Ltd will not be liable for the return of the deposit or any other payments. Payments and deposits will only be refunded if the course place is resold, or the cancellation request is received from the client two months prior to the course start date. In the event of any cancellation by the client SOYC Ltd reserve the right to make an administration charge of up to 5% of the course value fee.

**Food and accommodation** - The School will provide food and non-alcoholic refreshments for all meals taken on board for the duration of each course or event. The School will not pay for meals and refreshments taken ashore unless at the discretion of the School or Instructor. Clients may not smoke on board any boat operated by the School. Clients wishing to drink alcohol at the end of a training day are asked to do so only in moderation. The School will provide accommodation on board for all but the last night of any course or event. A boat is a confined space with limited accommodation. Clients must make allowance for the privacy of others. Clients may also be asked to share a berth with another client of the same sex. Couples will be berthed together whenever possible. Please note that for all offshore sailing it is customary for crews to participate in domestic duties aboard including cooking and light cleaning. Also for practical courses the fuel costs are included in the course fees but not any overnight berthing fees, away from base, these are shared proportionately by the course members.

**Weather conditions** -The School and the Instructor will endeavour to deliver the full course syllabus of each course or event programme of any event. However, weather and other conditions may prevent the full syllabus or programme from being met.

**Client's responsibilities** - Clients have the following responsibilities: To ensure that they do not take any action, which jeopardises the safety of fellow clients, skippers or vessels. To observe the rules of Customs and Excise and any other authorities to which they may become subject. To observe standards of personal conduct which will not be considered offensive by fellow crew members or crew on neighbouring vessels. In the event of unacceptable behaviour SOYC Ltd reserves the right to terminate the offending client's course. Under such circumstances fees will not be refunded. Clients must not be under the influence of alcohol or any other substance at any time throughout the course, a zero tolerance policy will be adopted.

**RYA Certificates** - SOYC Ltd has high standards of instruction and applies RYA guidelines on the issue of certificates. Certificates will not be issued if, in the opinion of the instructor, the client has not reached the necessary standard. In such circumstances the instructor will work with the client to develop an action plan to help the client meet the required standard in the future.

**Health** - Sailing is an activity sport and it is the responsibility of students to ensure that they are healthy and fit to take part. Please check with your doctor if you are in any doubt. If for whatever reason, the skipper has to put a student ashore or administer medical aid, SOYC Ltd or its skippers or other employees accept no liabilities. If a health condition arises that prevents a client from taking part in a course this shall be regarded as cancellation by the client and the cancellation procedure above will apply

**Late Arrivals** - SOYC Ltd will make every effort to revise sailing timetables to accommodate late arrivals. However, if such delays affect other clients' courses, the skipper may decide to sail without the delayed client. In such cases, no refund will be given.

**Own Boat Instruction** - In addition to the above conditions owners will be required to: Ensure that the yacht is equipped to minimum RYA standards and is maintained in proper and seamanlike condition for the intended sailing area. Ensure that the yacht is fully insured for the duration of the instruction. Retain responsibility for the safety of the yacht throughout. The instructor will not take on the skipper's responsibilities, he will however advise the owner on all safety matters. SOYC Ltd will make every effort to ensure that courses take place as planned. However, if in the instructor's opinion weather conditions, safety, or any other consideration renders it imprudent to continue, then the instructor's decision is final. SOYC Ltd does not accept liability for the consequence of delay or cancellation in such circumstances.

**Force Majeure** - In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatever beyond the control of SOYC Ltd including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or any part of it, natural disaster or the act of any authority, then SOYC Ltd shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client.

The client shall be liable to pay such part of the price as applicable to that part of the booking which has been performed (if any), and all expenses connected with it, and anything in excess already paid by the client shall be refunded. SOYC Ltd determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.

**Complaints** - SOYC Ltd aims to deliver professional training and activities of the highest standard. You have a right to expect good service and our reputation depends on this. If you feel we are not fulfilling this aim, please use our complaints procedure to help us put things right.

In the first instance speak to the instructor directly involved in your course or event.

If the matter is not corrected promptly, please put your complaint in writing. You should write to enquiries@soyc.co.uk or the registered office, SOYC Ltd, Concorde Club, Crane Lodge Road, Cranford, Middlesex TW5 9PQ. We will respond in writing within 15 working days. We will try to resolve the problem to your satisfaction.

All clients will be asked to complete a feedback form about each course or event. Every RYA course student has the right to contact the RYA about a problem they feel has not been adequately dealt with by the School.

### **Risk Statement**

It must be recognised that sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the course, you agree and acknowledge that:

- You are aware of the inherent element of risk involved in the sport and you accept responsibility exposing yourself to such inherent risk whilst taking part in the course;
- You will comply at all times with the instructions of the Instructor, particularly with regard to handling of boats, wearing of buoyancy aids and the wearing of suitable clothing for the conditions;
- You accept responsibility for any injury, damage or loss to the extent caused by your own negligence;
- You will not participate in the course whilst your ability to act as skipper or crew is impaired by alcohol, drugs or whilst otherwise unfit to participate;
- You are aware of any specific risks drawn to your attention by the instructor.
- **For advanced training courses only** you have satisfied yourself as to your suitability/eligibility for the course you are attending

### **Data Protection**

The information given by you on this form will be used by us to process your registration and for attending to you whilst you are attending the course. We shall also include your name and address on our mailing list. If you do not want to receive our newsletters and details of our promotions, please tick here

### **Speedbird Offshore Yacht Club Ltd**

enquiries@soyc.co.uk www.soyc.co.uk

Details of any specific skills you would like to improve during the course

Details of any medical treatment being received. (If none, please write "NONE")

If you suffer from epilepsy, giddy spells, asthma, diabetes, heart condition or anything else you believe may affect you during your time with us, please provide details.

I will notify SOYC Ltd if any condition arises prior to the commencement of the course, which may affect my ability to participate.

I am able/not able to swim 25 metres (please delete as applicable)

Signed..... date.....

If you suffer from any of the above, it does not necessarily prevent you from taking part in the course, but the school principal and your instructor must be aware of any potential problem. If you are in doubt about your fitness to take part please ask your GP for advice. All medical information will be regarded as confidential.

**We do recommend that you take out some form of holiday insurance to cover unforeseen circumstances, for example having to cancel your course at late date.**

**Booking confirmation and declaration**

Please enrol me in the above course. I have read and agree with the terms and conditions overleaf. If under 18 please state date of birth, this form must also be signed by a parent / guardian.

Signed..... date.....

**Non SOYC Member Declaration**

I wish to apply for temporary membership to the Speedbird Offshore Yacht Club for the period as stated on this application form.

I have read and understood the sailing orders as published on the club's website [http://www.speedbirdyc.co.uk/html/orders\\_index.HTM](http://www.speedbirdyc.co.uk/html/orders_index.HTM) and agree to abide by those rules.

I will contact the skipper at least 5 days before the sail to introduce myself and make them aware of these details

Signed..... date.....

**Please make cheques payable to "SOYC Ltd" and write your name on the reverse**

**Please post to: - Melanie Calvert, 2 Sandy Close, Hermitage, Bucks, RG16 9QP**