

Pretty Sailing School Terms and Conditions

1. Booking and Payment

- A deposit of 25% of the course fee is required to secure a booking.
- The balance must be paid in full 28 days before the course start date.
- Payment can be made via Bank Transfer.
- All payments are to be made in GBP.
- Bookings made within 28 days of the course start date require full payment at the time of booking.

2. Cancellations and Refunds

- Cancellations made more than 28 days prior to the start date will receive a 50% refund of the total course fee.
- Cancellations within 28 days of the start date are non-refundable unless we can rebook.
- **Cancellations due to Exceptional Circumstances:** In the event of a medical emergency or other extraordinary circumstances, Pretty Sailing may offer a course credit or reschedule at its discretion, upon receipt of valid documentation.
- If Pretty Sailing cancels a course for any reason, a full refund will be issued for all course fees paid to date (pretty sailing will not be liable for any incurred travel costs or hotel fees) or an alternative course date may be offered.

3. Changes to Bookings

- Requests to change booking dates must be made in writing at least 20 working days in advance.
- Changes are subject to availability and may incur an administration fee.

4. Health and Safety

- All participants must complete a medical declaration form prior to attending any course. This includes disclosing any physical or mental health conditions that may affect participation.
- Pretty Sailing reserves the right to refuse participation if a student's health condition is deemed unsafe for the course.
- Life jackets and safety equipment will be provided, and all students must follow safety instructions at all times.

5. Course Requirements

- Participants must meet the minimum experience level required for the course, as outlined in the course description.
- It is the participants responsibility to make sure they are booked onto the correct course for their level.
- Pretty Sailing reserves the right to remove any participant who does not meet the course standards or fails to comply with safety rules.
- It is the responsibility of participants to ensure they are physically and mentally fit for the course.
- **Late Arrivals and Missed Sessions:** Participants are expected to arrive on time for all scheduled activities. Missed sessions cannot be guaranteed to be rescheduled, and no refunds will be given for missed course time.

6. Weather and Sailing Conditions

- Courses will proceed unless Pretty Sailing deems the weather conditions unsafe, according to the limitations of the boat and crew.

7. Insurance

- Pretty Sailing is covered by public liability insurance. However, participants are strongly advised to take out their own personal insurance to cover any loss or injury.
- Pretty Sailing is not responsible for any personal belongings lost or damaged during the course of travel costs incurred.

8. Liability

- Participants agree to follow all instructions from Pretty Sailing staff and understand the inherent risks associated with sailing.
- Pretty Sailing is not liable for any personal belongings lost or damaged during the course.
- **Equipment Responsibility:** Participants are responsible for any personal equipment they bring. If using Pretty Sailing's equipment, participants are expected to take reasonable care. Damage or loss due to negligence may incur additional charges.

9. Complaints

- Any issues or complaints that may arise should be queried as soon as possible to your instructor, if this is not possible/sufficient please contact the chief instructor Nicholas Pretty or the principal Amy Pretty, If you wish for this to go further you are also able to contact the head of the RYA training scheme on Tel : 02380 604182
- Any complaints must be submitted in writing within 5 working days of course completion.
- Pretty Sailing will review all complaints and aim to resolve them within 10 working days.

10. Photography and Media

- Pretty Sailing may take photographs or videos during courses for promotional purposes. Participants must notify us if they do not wish to be photographed or filmed.

11. Defamation and Conduct

- We strive to maintain a positive and professional environment throughout all our courses and services. All participants are expected to conduct themselves respectfully towards instructors, staff, fellow participants, and third parties at all times.
- Any defamatory actions, including but not limited to spreading false or harmful statements (verbally, in writing, or online) that could damage the reputation of our company, staff, instructors, or fellow participants, will not be tolerated.
- Participants are prohibited from making or publishing defamatory statements about the company, its employees, instructors, or participants, whether in person, on social media, or through any other medium.

- Should a participant engage in defamatory behavior, we reserve the right to take appropriate action, including but not limited to removal from the course without refund and pursuit of legal action if necessary.
- If a participant feels they have been treated unfairly, we encourage them to address the matter directly with us through the appropriate channels for a respectful resolution.

12. Substance Use

- The use of alcohol or illegal substances during the course is strictly prohibited. Any participant found under the influence of drugs or alcohol may be removed from the course without refund.

13. Force Majeure

- Pretty Sailing shall not be liable for any delay or cancellation of a course caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, pandemics, or government restrictions. In such cases, Pretty Sailing will offer alternative dates or refunds at its discretion.

14. Certification of Completion

- Participants who successfully complete a course will receive a certificate or official documentation as proof of completion, where applicable.

15. Privacy and Data Protection

- Pretty Sailing is committed to protecting your privacy. All personal data, including health declarations, will be treated confidentially and in accordance with relevant data protection laws. We will not share your personal data with third parties without your consent, except as required by law.

16. Governing Law

- These Terms and Conditions are governed by the laws of Gibraltar, and any disputes arising under them shall be subject to the exclusive jurisdiction of the courts of Gibraltar.

Full Name:

Signed:

Date: