

TERMS AND CONDITIONS

CONFIRMATION

Hebridean Sea School (HSS) will not consider a course to be booked until full payment for the course has been received. Any person who makes a booking for, or on behalf of, any other person or group of persons warrants and confirms that they have the authority of each such person to accept these conditions and agree to be bound by these conditions.

CHANGES

HSS reserves the right to alter the advertised programme of courses in any way as they consider necessary or desirable, as a result of adverse weather or any other circumstances. Also, if HSS experiences any major changes in cost between the time of booking and the time of departure, they reserve the right to change the prices in accordance with any such change.

LOSS OR DAMAGE

Hebridean Sea School gives notice that all arrangements are made on the express condition that they will not be liable for any loss, damage, delay, irregularity, injury or death whatsoever which may arise or be caused either by reason of any defect in vessels or vehicles, through default of any company or persons engaged in conveying candidates or in carrying out the arrangements of the course(s) or otherwise in connection therewith: or of any servant or employee or for any failure on the part of HSS or agent to provide any of the facilities normally available or for any other reason. In addition HSS does not accept any responsibility for losses or additional expenses due to delays in changes in air, rail, road, sea or services, strikes, war, weather or any other cause.

REFUNDS/CANCELLATION

If, owing to circumstances beyond its control, HSS is unable to provide the vessel or course booked or suitable alternative HSS will refund any monies paid to it in full and the candidate shall have no further claim against HSS in respect of this.

A candidate who fails to attend a course will forfeit the course fee if the reservation had not been cancelled at least 60 days in advance of the commencement of the course. The fee will be refunded, or an alternative place on a later course offered, if a cancellation is received in sufficient time for the place to be offered to another candidate.

It is the responsibility of the candidate to ensure all of the prerequisites are met in full before the commencement of the course. No fees shall be refunded in respect of courses that cannot be undertaken due to the candidate lacking the necessary prerequisites.

MASTER

All decisions regarding the safety of the vessel, its tender and all those on board rest ultimately with the Skipper. The Skipper or HSS may (notwithstanding any booking previously made) refuse to carry any passenger or any luggage on any passage for any reason relating to the safety of the vessel or the passenger or any of the other property on board the vessel. If such circumstances should arise, the candidate shall not be entitled to, nor shall he/she receive, any compensation or payment

whatsoever except that if a candidate is refused carriage on any course HSS shall refund to that candidate any fare paid to HSS in respect of that course.

INSURANCE COVER

The vessel carries full Marine Insurance for physical injury or accident to any passenger while on board the vessel. HSS is covered up to £3,000,000 in respect of any one incident.

PRIVATE PROPERTY

Whilst the vessels operated by HSS are covered by full Marine Insurance for bodily injury or accident to any passengers, HSS does not accept responsibility for loss or damage to candidates' personal effects, property or valuables whilst on board the vessel or in transit. We would therefore recommend you check your own insurance cover or take out a separate policy to cover the duration of your course.

SUPPLY OF EQUIPMENT

If any of the HSS equipment, which is used aboard by candidates, is lost or damaged then the candidate/charterer shall be liable for the repair or replacement thereof.

MISUSE OF DRUGS

Drugs or other unlawful substances are prohibited on board the vessel at all times and HSS shall not be liable or responsible for any breach of this condition by any candidate.

ABILITY OF CANDIDATES

For all courses, access to the main vessel will be by pontoon, piers or tender. Steps up to the top of the piers will be vertical and care must be taken by all candidates.

RYA INTERACTIVE COURSES

To enable access to your online course we need to share some of your personal data with the RYA via your user profile in www.ryainteractive.org. This learning management website is hosted and maintained by a third party called Learning Pool, who will not use your personal information for any reason other than enabling your course.

Your name and email address will be entered on www.ryainteractive.org in order to create your user account. On your first access to the site, you will be asked to enter your address and date of birth. You will have access to the site for one year in order to complete your online course. During this period, your personal information will be held on the website by Learning Pool and be available to this training centre and the RYA for the purpose of managing your course.

Instructional support will be provided by this training centre for a period of 12 months from the date of your course booking.

On completion of your course, your name, email, date of birth and address will be transferred to the RYA's central database for the purpose of recording details of the course and any certification you gain as a result of it. This information allows the RYA to record your certification, to update any records they may already hold about you or your qualifications and to verify your certificate if required. After one year from the date of your enrollment on the course, your user account will be removed from www.ryainteractive.org.

Full details of how the RYA will deal with your personal information will be displayed when you first access www.ryainteractive.org.

LEGAL ACTION

Any legal action or proceedings arising out of or in connection with, this contract shall be governed by the Laws of Scotland.