

*Updated version for all bookings from 01 January 2025*

**1. Booking Conditions:** No booking will be final until the booking form has been completed and received by Quaystage Training Ltd, with payment in full or a 40% deposit, and availability of the course has been confirmed in writing by Quaystage Training Ltd. A booking holding fee of GBP 100.00 is to be paid at the time of booking. Provisional bookings will then be held for a maximum of 14 days. The remaining deposit is to be paid by bank transfer within this period. All bookings are bound by the acceptance of these terms and conditions at time of any payment being made. The term “Client” refers to the person paying for the programme and making the contract with Quaystage Training. The participant is the student, child, young person or person engaged on the programme.

Please note that for some of our courses additional terms and conditions of booking by third-party providers apply, as notified in the product descriptions on Quaystage Training Ltd.’s website.

**2. Payment of Tuition and Event Fees:** A 40% deposit is due upon booking in order to secure the space. The final payment of any outstanding amount for the voyage or event fee must be paid via bank transfer within 12 (twelve) weeks of the commencement date of the voyage or event. In the event of the final payment arriving late, Quaystage Training Ltd reserves the right to add a late payment fee of GBP 100.00 to the balance owed, or cancel the booking to accept a booking from the standby list. In this case, all payments except the initial deposit will be refunded. Applications are accepted within the twelve-week period prior to the commencement of a voyage or event, where space is available. In this case, full payment is required upon booking.

Note: An additional 3% will be added to the full booking fee, if paid by credit card.

**3. Cancellation:** In the event of cancellation by the customers more than twelve weeks before the commencement date of the voyage or event, any amounts paid, except the initial deposit, will be refunded. No amounts will be refunded in the event of the cancellation fewer than twelve weeks before the commencement date of the voyage or event. Except for irregularities in public transport (especially flights), a participant’s failure to arrive on the designated programme’s start date and time will be considered a cancellation unless previously approved by Quaystage Training Ltd.

**4. Amendments to Booking:** Any alterations to a booking must be made to the Quaystage main office and confirmed in writing. If acceptable by the office, it will be actioned once written confirmation has been received. An administration charge of £15 may be charged for any changes to the original booking. Date changes will only be accepted if a written request is received by the Quaystage office more than twelve weeks prior to the commencement of the voyage or event, and the requested dates of voyage or event are available. Within twelve weeks of the commencement date of the voyage or event, any change will be considered a cancellation of the dates and cancellation charges will apply.

**5. Safety:** Sailing and diving are dangerous sports. In the interest of safety, Quaystage Training Ltd representatives have complete discretion over boating activities, taking into account weather conditions and their assessment of the participant’s ability. It is understood and agreed that any programme’s route and itinerary, facilities, personnel, or activities may be changed at Quaystage Training Ltd’s sole discretion, without prior notice to parents/participants or any legal obligation by Quaystage Training Ltd.

**6. Insurance:** All Quaystage Training Ltd staff are insured against accident and third-party liability. The Quaystage Training Ltd insurance does not cover any personal insurance for anyone taking part in a voyage or event. Quaystage Training Ltd does not offer any personal insurance against injury, accident or loss while participating in a voyage or event. Personal insurance is the responsibility of the client. Quaystage Training Ltd accepts no responsibility for any injury, accident, damage, or loss of the client’s property or person.

**7. Client Insurance:** It is the responsibility of the client to ensure that the participants have adequate insurance in place to cover the activities and travel costs associated with our courses. As sailing and diving are considered dangerous sports, you must ensure you have insurance that covers you for these activities. Proof of adequate insurance being in place must be provided prior to embarkation. Participants will be refused a berth if adequate insurance is not in place. Quaystage Training Ltd is a proposer for Topsail Insurance products.

**8. Liability:** All persons participating in a Quaystage Training Ltd voyage, event or water-based activity must be able to swim 50 metres and keep their head above the surface level for 15 minutes. Wearing a life jacket/buoyancy aid is mandatory at all times unless advised otherwise by a lead Quaystage staff member on location. Quaystage Training Ltd does not accept liability for personal injury to, or the death of, any participant, however caused, nor for any loss or damage

resulting therefrom, unless caused by the proven negligence of Quaystage Training Ltd. Quaystage Training Ltd does not accept responsibility for any property accompanying any participant. Personal safety and personal property are the responsibility of each participant; all of the above must be covered by the insurance of the participants directly. Quaystage Training Ltd does not accept any responsibility for any curtailment or cancellation due to weather, strikes, riots, wars or any other causes outside the control of the company.

**9. Variations of Conditions:** No variations of the conditions of booking, or otherwise in the terms of which a voyage or event is booked, and no promise to refund any amounts paid to Quaystage Training Ltd shall be valid, unless in writing and signed by one of the directors of Quaystage Training Ltd.

**10. Alterations:** All details on the company's website and in the literature supplied by Quaystage Training Ltd is given in good faith, but we reserve the right to provide alternative comparable arrangements, if, for any reason, we decide such alterations are necessary. In the unlikely event of a yacht not being available because of damage, Quaystage Training Ltd reserves the right to substitute a similar boat, rearrange dates or cancel.

If any programme is cancelled before commencement for any other reason that makes the programme financially or operationally unfeasible, including but not limited to low enrolment, staffing difficulties, unanticipated vendor price increases (such as for vessel charters, hotels, or activities), or significant exchange rate shifts, Quaystage Training Ltd will make reasonable efforts to accommodate participants on another Quaystage Training Ltd programme during the same summer or refund monies paid directly to Quaystage Training Ltd. Quaystage Training Ltd are not responsible for cost accrued by the client in association with attendance of the voyage or event. Please note that if you book more than one course with Quaystage Training Ltd, even within the same booking, or bundled courses which include more than one element (e.g. a theory and practical course), refunds will only be paid for the elements which have been cancelled by Quaystage Training Ltd. Components which are still going ahead or which have already been delivered (this includes but is not limited to providing access to online courses) will not be eligible for a refund.

If any programme is cancelled before commencement due to an act or event arising out of, or caused directly or indirectly by circumstances beyond Quaystage Training Ltd's reasonable control, including but not limited to a natural disaster, war, terrorism, fire, civil, military, or political unrest; local or global health crisis (including but not limited to a pandemic such as COVID-19); government action; and/or any other act or event that is beyond Quaystage Training Ltd's reasonable control, Quaystage Training Ltd will make reasonable efforts to accommodate participants on another Quaystage Training Ltd programme during the same summer. If that is not feasible, Quaystage Training Ltd is unable to issue any refunds for cancellations due to an act or event set forth in this paragraph; however, Quaystage Training Ltd will issue a voucher equalling the amount paid directly to Quaystage Training Ltd for use on another Quaystage Training Ltd programme for the following summer.

Please understand that Quaystage Training Ltd incurs most of its costs and expenses to prepare and operate a programme before the start date. Therefore, if a programme is cancelled after commencement but before the scheduled last day for any reason, including but not limited to a government order or a decision by Quaystage Training Ltd that doing so is in the best interests of the participants and staff, no refund of deposits or tuition is possible. Where feasible, Quaystage Training Ltd will make reasonable efforts to place the participant in another ongoing trip or issue a voucher in an amount to be solely determined by Quaystage Training Ltd (based upon various factors including Quaystage Training Ltd's unrecoverable costs and expenses associated with operating the programme before cancellation) to be used on another Quaystage Training Ltd programme for the following summer.

**11. Medical Authorisation & Expense:** Participant and/or Parent authorise Quaystage Training Ltd staff or other medical personnel to obtain or provide medical or other health care for the participant, to transport the participant to a medical facility, and/or to provide treatment they consider necessary for the participant's health. The participant and/or their parent agree to the release (to or by Quaystage Training Ltd) of any records necessary for treatment, referral, billing, or insurance purposes. Reasonable efforts will be made to contact a parent or emergency contact if a medical emergency or serious illness occurs. The cost of all health care services provided to the participant, and any costs incurred by Quaystage Training Ltd staff while accompanying the participant in the event of illness or injury, including lodging, transportation and costs related to re-joining the group, shall be the sole responsibility of the participant and/or parent. All fees incurred to meet COVID-19 mitigation protocols or other orders established by a destination country (including but not limited to travel authorization, insurance, testing, tracking, tracing, and quarantine or vaccination) shall be the sole responsibility of the participant and/or parent, regardless of whether those fees are incurred before or during the programme.

**12. Image Rights:** Quaystage Training Ltd is entitled to use photographs and other depictions of the participants and their

activities within the framework of the voyage contract and these terms and conditions for advertising, documentation purposes and all other types of use, as well as edit and reproduce the footage obtained. The publishing platforms include all current and future media. By accepting these terms and conditions, the participant (or their legal guardians) express their consent to this. If there is an important reason, the participant can request to refrain from using a specific image. The above also applies after the termination of the voyage contract. No financial or any other form of compensation can be demanded for this.

**13. Suggestions for Improvements or Complaints:** Quaystage Training Ltd aims to provide the best voyages, events, and service. We are dedicated to ensuring that you have enjoyed your experience on the water. Suggestions for improvement help us understand your view of how a voyage or event was implemented and help us improve. We ask every participant to fill in a feedback form at the end of a voyage or event for that purpose. Letters and e-mails are also welcome (including letters of praise! 😊). If you should have a problem or complaint, it is important and in your own interest to tell our representatives, so that steps can be taken to resolve the matter on the spot to the best of our abilities and all reasonable expectations during the duration of the voyage or event. If the problem cannot be resolved there and then, please notify us in writing as soon as possible. Because of the difficulties of investigating a complaint too long after the event, we will not consider any complaint unless notified to us in writing within 21 days of the end of the voyage or event. We respectfully ask for an appropriate period of up to 30 days to allow any investigations owing to a written complaint to be undertaken. Disputes arising out of or in connection with this contract, which cannot be amicably settled, may be referred to arbitration, if the participant so wishes, under a special scheme that is administered independently by the Chartered Institute of Accountants.

**14. Covid-19 and other pandemic policy:** In all courses and events undertaken, Quaystage Training Ltd considers the health and safety of their participants and staff the utmost priority. Measures to reduce the risk to the health and safety of everyone onboard one of our courses or events during the Covid-19 pandemic are stated in our onboard Covid policy and risk statement, which has been made available to all participants or their legal guardians. By joining the course or event, all participants and their legal guardians acknowledge that they have read and agreed to the terms and conditions of this onboard Covid policy. Quaystage Training Ltd reserves the right to make changes to these policies at short notice without prior consultation to meet the best interest of all on board.

**15. Breach of code of conduct leading to dismissal:** The Directors of Quaystage Training reserve the right to dismiss any Student who is: A) in breach of (or associated with those in breach of) any agreement as set forth in the student code of conduct agreement or B) anyone who is, in the Director's judgment, detrimental to the program.

**16. Terms relating to dismissal or early removal of student from programme:** In any dismissal case, or in the event of a withdrawal from the programme by a parent or guardian for any reason at their decision prior to or during a programme, it is understood that all fees, including tuition and deposits, are non-refundable. Also, it should be understood that the costs of any additional travel, housing and flights that are incurred for both the departing student and staff chaperone (when required) are the sole responsibility of the parents.

**17. Contact with parents (or designee authorised to make decisions):** In the unlikely event of a medical emergency or dismissal, parents (or designee authorised to make decisions) must remain contactable at all times throughout the programme and hereby agree to be available to coordinate the return of their child (the participant) on the same day as receiving a call from a Quaystage Training Ltd representative.

**18. Consumption of Alcohol, Recreational Drugs and Smoking:** On all Quaystage Training programmes the Drugs and Alcohol Policy refers that the consumption of drugs for recreational use is strictly prohibited - the use or possession of which will result in instant dismissal of the participant from the programme. On Quaystage Training programmes for the age group 13-18 smoking and the consumption of alcohol are also prohibited and form a dismissible action by the participant. On programmes provided to 18-24+ smoking is tolerated, but not allowed below decks, in accommodation or in areas where participants congregate for training, food, or associated programme activities or general relaxing. The consumption of alcohol is permitted on 18+ programmes in locations where this is in accordance with local legislation, but only at the discretion of the Lead Staff member on the programme and to the levels associated with the safety of the participant and fellow participants. This is decreed within the Quaystage Drugs and Alcohol policy as being the UK legal drink/drive limit. This is in accordance with guidelines and limits set by MCA notice MGN590. Quaystage Training maintain the right for the lead member of staff to test any participant using a test kit if the participant is suspected to be in breach of these terms.

**19. Supervision of Participants:** On Quaystage Training programmes participants will be supervised on all occasions that are deemed practicable to do so. There may however be activities such as shore leave, or whilst making use of the marina facilities that this is not always achievable. All parents and participants of our programmes should be aware that on such occasions where line of sight supervision is not being undertaken, there will always be a Duty Member of staff whose location will be made know to the participants this being on the vessel, within the marina complex, or at an agreed

location ashore. Shore leave is granted at the discretion of the Lead Staff member and will always be taken as groups not less than three participants. A briefing will be conducted on each occasion that shore leave is granted, establishing a curfew and the parameters which apply to the shore leave being granted.

**20. Use of Mobile Phones during Programme:** On youth programmes (13-18 y/o) each participant will be required upon embarkation of a course to call their parents/guardians to inform them of their safe arrival. Upon completion of this call, the phone along with other digital devices including but not limited to tablets and iPads must be handed to the responsible Quaystage Staff member who will take care of the device until the end of the programme, upon which it will be returned to the participants. Participants will be allowed to make use of their mobile phones during the duration of the programme at the discretion of the Quaystage staff. This is to include periods of shore leave and dedicated “phone time”. Outside of these periods the use of mobile phones or other such devices is not permitted to facilitate the participants social integration and full participation in the programme. If found in breach of these terms, the participant could be removed from the programme. For adult programmes (18-24+) the use of mobile phones must be kept to a minimum, and not during any training evolution or activity. It is the right of the Quaystage lead staff member of a programme to instigate this policy if this is breached.

**21. Certifications and acknowledgements governed by third party organisations:** Participants signing up to a programme offered by Quaystage Training Ltd with the intend to achieve a certification or other form of acknowledgement governed by a third party organization, including but not limited to RYA sailing qualifications or a Duke of Edinburgh’s Award section, are responsible to make sure they fulfil all prerequisites required by the organization, including but not limited to previous sailing experience, signing up to the DofE Award programme, and registering a section in time. Participants are not entitled to the desired certification or acknowledgement unless they show the level of skills and participation required by the governing organisation.

**22. Law and jurisdiction:** This booking is governed by English Law, and the jurisdiction of the English Courts.

**23. Privacy Policy:** Quaystage Training Ltd.’s Privacy Policy applies to all bookings. The policy can be found on our website: [www.quaystage.com](http://www.quaystage.com) . Please note that for some of our courses an additional privacy policy (to be found as part of Quaystage Training Ltd.’s Privacy Policy) applies.

I hereby declare that I have read and understood the terms and conditions.

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Date

Signature of participant / legal guardian