

BOOKING AND TERMS AND CONDITIONS

1. General

- 1.1. These Booking Terms and Conditions apply to any booking of a Course, Weekend, Cruise or other related activity (the 'Activities') with Dream or Two (Sailing) Limited (we, us, ours).
- 1.2. By making a payment for the Activities (in full or part) you are accepting these Terms and Conditions.
- 1.3. These Booking Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions.

2. Confirmation of booking and deposit

- 2.1. The booking will be confirmed only when:
 - a. We have received a completed booking form and payment of the Deposit from you; and
 - b. We have confirmed to you that we can offer the Activities on the dates requested.
- 2.2. Where we cannot offer the Activities on the dates requested we may suggest alternative dates to you. If you accept one of the alternative dates then the booking will be confirmed at that point unless the deposit has not yet been paid.
- 2.3. We will hold provisional bookings for seven days only and will only confirm the booking once a completed booking form and the required payment has been received from you.

3. Payment, cancellations and refunds

- 3.1. The Deposit payable to confirm a booking is 25% of the price of the Activities if paid more than 28 days before the first day of the Activities.
- 3.2. The balance of the price of the Activities must be paid no less than 28 days before the first day of the Activities. Where the booking is made within 28 days of the first day of the Activities then payment is required in full upon booking.
- 3.3. If you cancel your booking at least 28 days before the first day of the Activities we will refund 50% of the amount you have already paid to us.
- 3.4. If you cancel your booking within 28 days before the first day of the Activities then you will not be entitled to any refund of the price paid including the Deposit.
- 3.5. Where the balance of the price for the Activities has not been paid in accordance with clause 3.2 then we shall cancel the booking with immediate effect and you will be not entitled to any refund of the price paid including the deposit.
- 3.6. If we cancel the Activities except in accordance with clause 3.5 or due to weather conditions and you are not able to accept an alternative date then you will be entitled to a refund for the amount you have made to date including the deposit. We shall have no further liability to you.
- 3.7. There is no right to cancel your booking except in accordance with these Terms and Conditions.

4. Postponements due to weather conditions

- 4.1. From time to time we have to cancel activities due to adverse weather conditions in order to protect the health and safety of our clients and employees.
- 4.2. Where we have to cancel your Activities due to weather conditions we will offer you at least 3 alternative dates on which to reschedule the Activities within three months of the original date for the Activities.
- 4.3. You must accept an alternative date within three months of the original date of the Activities. If you do not accept a new date within three months then we shall be entitled to cancel the booking without liability to refund any monies paid.
- 4.4. Any increase in costs for alternative dates due to seasonal variations or change in the Activities selected will be met by you.

5. Purchase and cancellation of gift vouchers

- 5.1. Where you purchase gift vouchers to be used against the price of Activities which have not yet been booked then you may cancel the purchase within 14 days of the purchase, subject to the remaining provisions of this clause.
- 5.2. The purchase is deemed to have been made when you make payment for the gift vouchers.
- 5.3. To cancel your purchase you must clearly inform us of your decision to cancel and you must communicate your decision before the expiry of the 14 days. Notice of cancellation can be made using the contact details set out below at clause 15.
- 5.4. We will refund the cost of the gift voucher but may make a deduction where you have requested next day delivery for the cost of delivery.
- 5.5. Where the purchase of the gift voucher includes a booking for specific dates for the Activities then no such right to cancel other than set out in clause 3 shall apply.
- 5.6. Should you or the beneficiary of the gift voucher make a booking for specific dates for the Activities within the 14 day cancellation period then the right to cancel under this clause shall end and the cancellation provisions set out in clause 3 shall apply instead.

6. Included and excluded costs

- 6.1. The price paid for the Activities includes breakfast and lunch (meat-free) unless otherwise stated. Evening meals are not included in the price.
- 6.2. The price paid for the Activities includes hire of waterproofs if required.
- 6.3. The price paid for the Activities does not include mooring fees. These are to be paid by you and the other clients when required by the relevant marina or harbour master.

7. Instruction and certification

- 7.1. Whilst we will use all reasonable endeavours to instruct you properly and effectively, by the very nature of sailing instruction we cannot guarantee or make any representation about your successfully completing your course or obtaining any Royal Yachting Association (or other appropriate body) standard.
- 7.2. Further where a series of courses are booked (whether consecutively or not) and one of our instructors advises you in advance or at the end of the course that you will not or have not attained the necessary standard then the balance of that course or of the series of courses outstanding will continue as planned subject to such restrictions as we or our instructors shall in their own absolute discretion decide including any rescheduling of courses using the same procedures outlined in clause 4 above. If alternative dates are not agreed within three months then no refunds of courses paid for in advance will be made by us in any circumstances.

8. Insurance and Liability

- 8.1. We will maintain appropriate insurance providing full cover for our yachts, equipment and against accident, injury and third party liability.
- 8.2. We shall not be liable for any damage, personal injury or loss arising from the gross negligence of you or any member of your partner and you, he or she shall be liable for the cost of replacement or repair.
- 8.3. Gross negligence includes you or any member of your party being under the influence of drugs or alcohol and failure to obey the instructions of any Dream or Two (Sailing) Limited skipper or instructor.
- 8.4. Except in the cases of death or personal injury caused by the negligence of Dream or Two (Sailing) Limited or its employees, contractors or agents the limit of our liability under these terms shall be the amount of the price paid for the Activities.
- 8.5. We recommend that you and your party have your own insurance to cover you in respect of injury, personal liability and cancellation due to illness or personal circumstances.

9. Termination of the Activities

- 9.1. You and all members of your party accept responsibility for your conduct during the Activities.

Dream or Two (Sailing) Limited



Registered Office: 6 Poole Road, Wimborne, Dorset, BH21 1QE
Registered in England and Wales, **Company Number:** 0604 9067

- 9.2.** We reserve the right to terminate the Activities for you and or any member or members of your party at our sole discretion and without notice where you or a member of your party:
- a. refuses to comply with the instructions or order of our skipper, instructors or any other employee;
 - b. Is deemed to cause distress, danger or annoyance to the crew, other clients, staff of any third party or property;
- 9.3.** Upon such termination our responsibility for your sailing ceases and we shall not be liable for any costs incurred by you as a result of the termination.
- 9.4.** We shall not be liable to make any refund to you in the event of such termination.

10. Yacht Specification

- 10.1.** We may alter the specification of the yacht at our sole discretion if we deem it necessary to either ensure that you gain the benefit from your sailing, or to ensure the safety of you and your party, other clients, crew members and third parties.

11. Photography

- 11.1.** From time to time our skippers and staff may take photographs during the Activities for publicity and marketing material. If you have any objection to your image being used for this purpose, please inform the skipper or staff member when the photography is taking place.

12. Force Majeure

- 12.1.** We shall not be liable for any default or breach of our obligations where the default or breach was caused by conditions or events beyond our control including, but not limited to:
- a. Strike, lockout or other labour dispute affecting our employees;
 - b. Acts of God;
 - c. Natural disasters;
 - d. Acts of war or terrorism;
 - e. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
 - f. Delay in manufacture, production or supply by third parties of equipment or services required for the Activities;

13. Feedback and complaints

- 13.1.** We always welcome feedback on your experience with Dream or Two (Sailing) Ltd. Following your day/ weekend/course/cruise/racing you will be asked for your comments – all comments help us to keep improving the service that we offer.
- 13.2.** If you are unhappy about any aspect of your time with us we would ask that you let us know as soon as possible – speak to your instructor first and then if you are still unhappy please contact James Close, Director, Dream or Two (Sailing) Ltd on 023 9307 7736, or by post using the address in clause 15 below or by email sail@dreamortwosailing.co.uk
- 13.3.** A copy of our Complaints Procedure can be viewed upon request.

14. Data Protection and Privacy

- 14.1.** Dream or Two (Sailing) Limited does not store (and does not intend to store) any financial details from payment transactions for the Activities.
- 14.2.** Dream for Two (Sailing) Ltd collects certain personal information for the purpose of administering the activities and to ensure the health and safety of you and your party. We will not use this information for any other purpose or disclose this information to any third party without your consent unless required by law.

15. Contact details

- 15.1.** Our correspondence address is 45 Harting Gardens, Portchester, Fareham, Hampshire, PO16 8DX
- 15.2.** Our email address is sail@dreamortwosailing.co.uk
- 15.3.** Our telephone number is 023 9307 7736

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16. Variation, waiver, severability and third party rights

- 16.1. No variation of these Terms and Conditions shall be effective unless it is agreed in writing by a Director of Dream or Two (Sailing) Ltd.
- 16.2. A waiver of any right under these terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 16.3. If any of these Terms and Conditions is or becomes invalid, illegal or unenforceable it shall not affect the validity, legality or effect of the other Terms and Conditions.
- 16.4. A person who is not a party to the booking with us shall not have any rights to enforce these Terms and Conditions.

17. Jurisdiction

- 17.1. These Terms and Conditions shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.