

Terms and Conditions

1. Scope
 - All courses and services are in accordance with our General Terms and Conditions and are considered definitive after the Terms and Conditions are accepted.
2. Our Services
 - Sailing Circle (SC) offers products, services and courses for private persons and corporate. These services partly take place on board of sailing yachts and vessels.
 - Sailing Circle is not a travel agency and as such does not comply with the regulations of travel agencies.
3. Bookings
 - Bookings can be held for 3 days on a provisional basis. They are considered provisional until a booking has been made using the booking form and the general terms have been accepted.
 - A confirmation will be sent within 3 days after a booking has been made. Only then a booking is confirmed.
 - After payment is completed SC will confirm the payment within 3 working days.
4. Payment
 - Payment of shorebased courses is due after a booking has been confirmed. A reminder will be sent if payment is not completed 8 weeks before commencement of the course
 - For practical courses, a 25% non refundable deposit is required after a booking is confirmed.
 - The balance of the payment is due 8 weeks prior to the start of the course.
 - If the booking is within 8 weeks of start date the full amount has to be paid.
 - If a payment has not been completed within 8 weeks of the start date SC will send a reminder.
 - If the payment is not completed 7 days after reminder, SC reserves the right to re-sell the course and cancel the booking,
5. Cancellations
 - SC reserves the right to change prices until a booking has been confirmed.
 - You have 14 days to cancel a booking and the deposit will be refunded minus a 5% handling fee.
 - If you want to change the date of a booking more than 14 days after the booking took place a handling fee of 10% will be charged.
 - If you cancel a booking more than 14 days after the booking took place a handling fee of 25% will be charged if the start date is more than 8 weeks away.
 - If you cancel a booking and the start date of the course is less than 8 weeks away 60% of the payment will be forfeit.
 - If you want to change the booking of a course, SC will try to resell the booked place. If this is successful only the deposit will be forfeit. If SC fails to re-sell the place and the course takes place in less than 8 weeks, 60% of the course fee will be forfeit. This also applies in the case of illness.

- SC strongly recommends an insurance.
 - Any student who fails to arrive to the start of the course also in case of illness and fails to notify SC will forfeit the total amount of the course fee.
6. Duration
- Practical Courses usually take between 5 and 14 days.
 - Courses usually start at 09:00 and finish around 18:00.
 - This can vary from course to course.
7. Under 18's
- SC does not offer courses for under 18's.
8. Skippers responsibilities and duty of care
- The principals decisions are final at all time until the skipper takes over.
 - The skipper is the qualified person on board and all decisions and instructions by the skipper have to be followed in accordance to Maritime law.
 - This also applies to sea time. Skippers will always try to offer as much sea time as possible. If this is not possible due to weather constraints the decision of the skipper is final.
 - If a student fails to follow instructions this can lead to the cancellation of the course, the student will be considered in breach of contract and the skipper has the right to take any action he considers appropriate for the well being of crew and ship. This might result in placing the student ashore in the nearest harbor.
 - In this event SC takes no liability.
9. Cancellation by SC
- If a course has to be cancelled by SC the client will be notified as soon as possible. The course fee will be re-imbursed. SC can not be held liable for any other costs that might occur due to the cancellation of the course like travel expenses or hotel stays, which is why an appropriate insurance is strongly recommended.
10. Compensation Policy
- During RYA Courses this may impact on teaching the course syllabus but can also be a useful learning experience. Instructors will try to involve students in fault finding and repair process if possible which is part of the RYA syllabus of many practical courses.
 - We will endeavor to get your course continuing as soon as possible. This may require a return to Port Hamble for further repairs or moving onto another Yacht. In most cases we can repair quickly and this will not affect your course.
 - Should it not be possible to do this, we will be unable to issue a course certificate. In such case, we will offer compensation by way of re-booking a place on the next available course to complete the syllabus in order to be able to issue a certificate.
 - This will be pro rata to the time lost and no expenses such as travel and other costs will be paid.
 - This compensation covers all equipment essential to the operation of the yacht including engine, transmission, batteries, sails and rigging, Failure of equipment which is desirable but not essential to the completion of your RYA Course is excluded.

11. Insurance

- SC is insured for sail training, instruction and holidays on sailing vessels. SC recommends that the customer have their own insurances. By accepting terms and conditions the student agrees that the insurance policy of SC is adequate and can be inspected.

12. General

- You have to be 18 years or older to take part in a course
- Always bring valid documents and health insurance cards as foreign ports might be visited.
- Certificates are usually been awarded by the appropriate governing body. SC has therefore cannot be held responsible for a failed exam.
- Certificates will be sent to the student as soon as possible or handed out directly after course terminates.
- Every participant will take part in keeping the boat in a clean and healthy state. It is also expected that every student will take part in preparing dishes best to his / her abilities.
- The students are expected to clean the boat at the end of each course. Failing to do so will result in a cleaning charge of 150 British Pounds which will be divided between the crew.

13. LIABILITY

- Students can be held liable for damages of up to 300 Euro if they acted against the clear briefing and instructions of the skipper.

14. Dispute

- Any dispute should be brought to the attention of the skipper or principal at the earliest opportunity to be resolved. In the event of a dispute not being settled by mutual agreement, it is agreed that this agreement (contract) shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of England in respect of and dispute or difference between them arising out of this agreement (contract). It is further agreed all agreements between customers, clients and Students and staff of SC be governed by English Law, even when the dispute occurs outside British territorial waters

15. Complaints

- If a student and customer has a complaint SC advises to contact the principal as early as possible. This might make it possible to mitigate any problems throughout the course. Sailing Circle will always take any complaints seriously. Contact Michael@sailingcircle.de or dial +49 30 55 655915 if you have any concerns or complaints.

16. Data protection

- Your data is always protected by SC. SC will never sell or provide your data to a third party.