

# COURSE BOOKING FORM

## NAME AND ADDRESS DETAILS

Mr/Mrs/Miss/Ms.....First Name.....Surname.....  
 DOB.....Male/Female.....  
 House Number/ Name and Street.....  
 Town.....  
 County.....Postcode.....  
 Work Tel No.....Home Tel No.....  
 Mobile Tel No.....Email Address.....

## COURSE/CRUISE/EVENT

Title.....Dates.....  
 Cost ..... Deposit Paid  Balance Due   
 Foul Weather Gear (£5/day) Small  Medium  Large  XLarge   
 RYA Course Notes £12.00 Yes/No RYA Log Book G15 £6.00 Yes/No

## PREVIOUS EXPERIENCE

Sailing Experience.....  
 Current RYA Qualifications.....

## IN CASE OF EMERGENCY - PLEASE GIVE DETAILS OF NEXT OF KIN

Contact Person..... Relationship to you.....  
 Address.....  
 Contact Numbers.....

## ABOUT YOU

Can you swim? Yes/No  
 Do you have any special dietary requirements? .....

## MEDICAL DECLARATION

Do you have medical conditions we should be aware of? (E.g. asthma, allergies, epilepsy, heart condition, diabetes, dizzy spells etc.) They do not necessarily prevent you from taking part, but if you do, we request that you consult your GP and provide us with relevant details.

Medical Condition.....  
 Please give details of any medication being taken:  
 .....

I confirm that I am fit and able to participate.

Signature:.....Date:.....

## AGREEMENT

I have read and agree to the Terms and Conditions of booking with Jonathan Brier Yachting. I undertake to pay the balance 6 weeks prior to the start of the course/cruise.

Signature:.....Date:.....

# STANDARD TERMS & CONDITIONS

## **CONTRACT:**

The following Terms & Conditions will be incorporated into every contract between you and Jonathan Brier Yachting (JBY). When you sign the booking form or make the deposit/payment, you are accepting these conditions for you and all members of your party. This contract is constructed in accordance with English Law and it is agreed by us that each will submit to the jurisdiction of the UK courts.

## **BOOKING:**

Please telephone 01425 622502/07905 371181 to confirm availability, then complete all sections of the Booking Form. A booking is secured when made in writing on the form overleaf and accompanied with a 25% deposit. Telephone or email bookings will be held for 7 days from dispatch of the booking form and confirmed on receipt of the outstanding balance. All bookings will be confirmed in writing by the issue of your booking confirmation and joining instructions. Payment in full must be received and cleared by our bank 6 weeks prior to the start of the Course/Charter/Cruise/Event. Bookings made within 6 weeks are to be paid in full at the time of booking. Relevant parts of page 1 must be completed by all participants at time of booking.

Cheques should be made payable to 'Jonathan Brier Yachting'  
Bank Transfer to Jonathan Brier Yachting Account Number 91478168 Sort Code 40-30-36

The cost of our Course/Charter/Cruise/Event includes:  
Breakfasts, Lunches, Lifejackets, Fuel and Gas unless otherwise stated.

Does not include:  
Waterproof Hire, Mooring Fees, Evening Meals except when at sea  
Meals during Taster/Day Sails & Charter/Events unless otherwise stated or ordered.

No guarantee is made as to destinations and/or timings due to the nature of sailing and no liability is accepted for additional expenses incurred. No animals, plants, restricted items or illegal goods must be brought on board the yacht. Any individual who compromises this will be in breach of contract, and may be requested to leave the vessel.

In order to maintain a high standard of instruction, the maximum number of students on any RYA course will be five. As part of the experience of cruising on a sailing vessel, you will be expected to share domestic duties during the Course/Charter/Cruise/Event, including cooking, washing up and cleaning. On completion, clients are expected to leave the yacht in the condition in which it was found.

## **AGE LIMITS:**

JBY cannot accept clients under the age of 18 unless accompanied by a Parent or Legal Guardian.

## **CANCELLATION:**

If JBY has to cancel the booking due to circumstances beyond its control, then alternative dates will be offered or a full refund of fees already paid. No liability will be accepted by JBY for incidental expenses incurred in the event of cancellation, the yacht being unable to return to port, or any other destination on time due to weather, engine breakdown or any other circumstances. Clients may elect to stay with the yacht at no extra charge, or make alternate arrangements to return at their own expense.

If you have to cancel a confirmed booking, this must be made in writing (email is acceptable) at the earliest opportunity and is deemed to take effect upon receipt. Clients will be liable for the full course fee if a booking is cancelled within six weeks of the start of the Course/Charter/Cruise/Event. No refund or part refund can be given if clients leave the yacht prior to completion.

## **FORCE MAJEURE:**

If weather conditions are the reason for postponement then alternative date(s) will be offered where possible. Alternative date(s) must be accepted within three months of the original booking; no refund will be offered. Any increase in cost due to seasonal variations or fees will be met by you.

In the event of other force majeure including act of God, strikes, lockout, act of Government or any other occurrence beyond our control, JBY will not be liable if prevented from fulfilling its obligations.

## **TERMINATION:**

Clients accept responsibility for proper conduct of themselves and their party. JBY reserves the right to terminate without further notice, the sailing arrangements of any client who refuses to comply with instructions/orders of the skipper or whose conduct in their opinion is likely to cause distress, danger or annoyance to others on board, third parties or property. Under such circumstances the responsibility of JBY for your sailing ceases with no liability for extra costs incurred by you.

## **INSURANCE:**

The Yacht provided by JBY conforms to the Department of Transport's Code of Practice for Small Commercial Vessels. It is fully insured against accident, third party liability and personal injury arising from negligence by JBY. However, should damage, personal injury or loss result from gross negligence by a client then he/she will be liable for the full amount of replacement or repair. JBY accepts no liability for personal accident loss or damage to the property of the client. Clients participate in any activities at their own risk and are advised to take out the appropriate holiday insurance to cover these eventualities and cancellation charges.

## **INSTRUCTORS/SKIPPERS AUTHORITY:**

Decisions made by the Instructor/Skipper are final in respect of the safety of the vessel and the welfare of the crew.

## **PHOTOGRAPHY:**

Photographs will sometimes be taken by JBY for use in publicity material. If you object please inform JBY.

## **HEALTH AND SAFETY:**

Sailing is an activity sport and is the responsibility of client to ensure they are fit and healthy to sail. Please check with your GP if in any doubt whatsoever. If you are taking any medication please bring double the amount so that you carry your usual dose and the Instructor/Skipper can hold a reserve in case of emergency.

## **COMPLAINTS:**

Should you have reason to make a complaint, please make it known to the on board Instructor/Skipper at the earliest possible time. We would like the opportunity to deal with any issues as they arise so we can rectify them immediately. Should you then feel that your issue was not dealt with satisfactorily please contact the Principal, Jonathan Brier, again at the earliest opportunity and in writing, to be received within 28 days.