

POWERBOAT ALPHA 1 LTD TERMS AND CONDITIONS OF BOOKING AND ACCEPTANCE TO PROCEED ON A COURSE/ACTIVITY/OWN BOAT TUITION OR CHARTER.

All persons requiring the services of Powerboat Alpha 1 Ltd herein called the "company" will have deemed to accept the following company's terms and conditions as a part of the booking procedure and/or accepting any service from the company.

DEFINITION OF TERMS:-

"the company" is Powerboat Alpha 1 Ltd

"the client" is the person or company or group etc who attends a course or other training facility, Own Boat Tuition or Yacht Charter offered by the company including practical or shore based tuition.

"the Booking" means the booking by a client of an RYA practical or shore based course, Own Boat Tuition or Boat Charter, or any service provided by the company.

"the team or staff member" means any trainer, coach or instructor, freelance or otherwise that works with or for the company;

"Freelance" means any self-employed trainer, coach, instructor or person providing their services to Powerboat Alpha 1 Ltd.

"the Booking Confirmation" means the written (email, website, media) confirmation by the Company of a Booking made by telephone, website or e-mail.

"the Booking Form" means the form or medical form carrying the client/students details (online or in writing).

"the Course/s" means the Training Courses, offered by the Company.

"the Deposit" means the deposit paid for a classroom or practical course by the Client at the time of booking;

"the Price" means the price for the booking set out on the Booking Form, Quote or website and any Booking Confirmation.

"the Classroom/Facility" means the dry teaching area used to run the shorebased training.

"the Terms and Conditions" means the terms and conditions set out below.

"Training Courses" means the RYA shorebased, interactive, eLearning, practical or personnel training courses run by the company.

TRAINING COURSES

Medical Awareness

Clients attending a training course, should be suitable fit and able to take part in the training activity. Powerboat Alpha 1 Ltd prides itself in providing an all inclusive environment in which to learn so an illness/disability will not necessarily prevent a client from taking part in a course, however it is essential that the company is made aware of any clients condition prior to accepting the booking. Contact your own GP for advice if necessary. The company must be aware of any medication the client is currently taking prior to acceptance of the booking including but not limited to the following and the client must not be suffering from:- Epilepsy, asthma, diabetes, angina (or other heart conditions), back problems or injuries. The client must not displaying symptoms of COVID 19. High temperature new persistent cough, reduced sense of taste/smell If you are suffering from any of the above conditions please list them here and advise your Instructor before commencement of the course. If no relevant conditions please state NONE.

General

The Instructor's decision is final as to whether the course proceeds due to weather or other conditions that in his/her view make continuation of the course unwise/unsafe. In adverse weather conditions the instructor may decide to limit the course. Smoking is not permitted in any premises, pontoons or company boat. Course participants agree not to drink alcohol during the course or take recreations drugs. The Company does not accept responsibility for death of, or injury to the client or loss or damage of the client's property. The client must agree to fully comply with all safety instructions given to them and to use safety equipment provided as advised.

BOOKING AGREEMENT

A Booking is made in the name of the Client specified in the Booking Form and is not transferable to another person unless notified on the Booking Form, refunds will not be made for online courses due to inaccurate data being entered into the Booking Form.

The Company reserves the right to decline any Booking or client at its discretion.

Booking in advance is necessary to reserve a classroom or practical Course, a deposit must be paid at the time of Booking. The Company may at its discretion hold open dates for Courses for a maximum of two (2) Working Days but if payment has not been received by the end of the agreed period the places will cease to be held open.

You consent to any photos and videos that are taken of you during training being used in publicity material/websites/social media. You also consent to any feedback given to company being used in these same places.

Clients provided with equipment such as waterproofs, lifejacket, wetsuits, buoyancy aid, wetsuit boots etc are responsible for the safe return at the end of each day. If loss or damage to any item beyond normal use is incurred the Client will be liable for the replacement cost of the item.

The Company reserves the right to refuse to allow any client, who in its opinion fails to meet common decency standards prior to or during the course. The company will ask the client to leave the course and no refund or training certificate will be issued. Where a training course is occupied by a group, the client must provide on the Booking Form full details of all persons in their party, each member of the party must complete a Medical declaration form and return it to the Company prior to commencing the Course. The Company may at its discretion cancel the Booking and refuse to allow any Client or group to participate in a Training Course or event, who in its opinion is not suitable, on the grounds of age, ill-health, suspected influence of alcohol or drugs, irresponsible behaviour, abusive behaviour or any reason that may affect the safety of any person, or the commercial interests of the company or individual instructor. If a Booking is cancelled due to the above, no deposit or monies will be returned.

AGE LIMITS FOR R.Y.A. POWERBOAT COURSES

Powerboat Level 1 Clients from 8 years of age

Powerboat Level 2 Clients from 12 years of age

Powerboat Level Intermediate from 16 years of age

Powerboat Level Advanced from 17 years of age

Please note:- Persons less than 16 years cannot operate a powerboat without a person over 18 years in attendance on the same vessel. Their powerboat certificate will be endorsed to this effect.

CANCELLATIONS AND CHANGES

The Contract may not be cancelled or amended except as provided in these Conditions and Terms.

Cancellation of a Booking must be notified at least fourteen (14) Working Days prior to the Training Course or event being carried out.

A minimum booking deposit of 50% of the course total fee is to be paid at time of booking.

In the event of cancellation by the Client of a Booking where training is due to take place in the U.K. and over twenty-one (21) Working Days before the Training Course, the Client shall be entitled to a full refund of any course Deposit or full payment paid excluding a £50.00 + v.a.t. administration fee. If the Booking is cancelled between twenty-one (21) and fourteen (14) Working Days before the Training Course the Client shall be entitled to be refunded 50% of the Course Balance paid, no refund will be offered for the Deposit payment. If the Booking is cancelled less than fourteen (14) Working Days before the Training Course, the Company shall not offer a refund for the Deposit or Balance Paid, if the Balance has not already been paid the Client will still be liable for any outstanding Balance due.

In the event of adverse weather conditions, including floods, storms, strong winds or unforeseen circumstances, shortage of water, non-availability of fuel, flight cancellations or delays, preventing the conducting of a Training Course or the Team member getting to the relevant destination, the Company or Team member shall offer alternative dates to the Client to complete the training. No refund will be offered for the Expenses incurred for training booked outside of the U.K.

In the event of technical problems, mechanical failure or technical failure of the Companies equipment/vessels in the U.K. preventing the conducting of the Training Course, the Company shall offer alternative dates to the Client to complete the Training Course.

Cancellation fees apply when course payments are made via Paypal or Stripe, this percentage is governed by Paypal/Stripe and is dependant on the original cost of the course. The Client will be liable for these fees and they will be automatically deducted from the refund amount.

Certificate fees, Assessment fees and Course books/packs will be charged in addition to the Course fee unless otherwise noted.

Where fees are paid by a non-UK bank transfer, bank and exchange rate fees will be payable by the Client.

POWERBOAT ALPHA 1 LTD. EQUIPMENT MAINTENANCE

The Company undertakes regular checks of the equipment used for training tuition before its hiring in accordance with the manufacturers' and RYA recommendations.

In the event of any of the Companies equipment suffering mechanical breakdown, technical difficulties or malfunction the Company shall take all reasonable steps to enable the completion of the Course.

The Company shall not be liable for any consequential loss or damage that the Client(s) may suffer as a result of such breakdown/malfunction however caused and for an reason. Refunds are at the Company's discretion.

INSURANCE

We strongly encourage the client to take out event insurance to cover the unforeseen cancellation of their course, event, training, charter etc or any service offered by the company either cancelled by the client themselves or the company.

USE OF COMPANY FACILITY AND/OR VESSELS

A maximum of twelve 12off Clients are allowed on a shore based training course, a maximum of three 3off Clients are allowed on an RYA powerboat level 1/2 course, a maximum of three 3off Clients are allowed on RYA Intermediate/Tender Operator/Advanced Powerboat instructor courses ; not including the instructor.

Where tuition is being given in a location not occupied or owned by the Company, the Client shall indemnify the Company and all its Training team/staff in respect of all costs, claims, expenses and demands which it may suffer or incur and which arise directly or indirectly out of the use of the facility during the period of tuition. The Client confirms that the facility meets HSE workplace requirements and that all equipment has been regularly serviced/maintained in accordance with the manufacturers' recommendations, full insurance is in place for the period of tuition and all appropriate safety equipment is in place. Where tuition is being given onboard vessel/s not owned by the

Company the Client shall indemnify the Company and all its Training team/staff in respect of all costs, claims, expenses and demand which it may suffer or incur and which arise directly or indirectly out of the use of the vessel/s during the period of tuition.

Refunds will not be issued due to equipment failure of a Client's vessel/s, equipment or facilities.

The Client confirms that the vessel/s meet the required safety standards and that all equipment has been regularly serviced/maintained in accordance with manufacturers recommendations and all appropriate and required RYA safety equipment is in place as per the RYA Powerboat & Motor Cruising Checklist.

The Client is legally responsible for the vessel/s at all times, including when under tuition. The Client remains the skipper and legally responsible for the safe management of the vessel/s at all time including when under tuition and all not hold the Company or its Staff responsible for any loss of damage.

Tuition is provided on the basis that the vessel is insured by the owner for use during training, loss, damage and public liability and has gained permission to operate where required.

Where marina fees/ short stay charges / launch and recovery fees are incurred these are the responsibility of the Client. The client is to provide for the instructor suitable overnight accommodation on board his own vessel at the clients cost if applicable. The company instructor is to be provided with sustenance during the own boat tuition period.

10. GIFT VOUCHERS

We would be happy to discuss Gift Vouchers to meet you exact requirements, please call our office to discuss.

11. LIABILITY

11.1 The Company shall not accept any liability for death, personal injury, damage, expense or loss of any nature whatsoever sustained by any client or third party.

12. CLIENT'S PROPERTY

12.1 The Company will be under no liability for any loss of, or damage to vehicles or contents of the Client's or other people's property, in the classroom/facility or elsewhere, or howsoever caused. Free car parking facilities exist at Chatham Maritime Marina, but clients are respectfully reminded and advised not to leave any valuable or portable items in any vehicles.

13. COMPLAINTS

13.1 Complaints must be emailed/sent in writing for the attention of the Principal at pbalph1@outlook.com. If a satisfactory agreement cannot be reached, the complaint will be referred to the Royal Yachting Association (RYA) for arbitration.

14. BREACH

In the event that the Client commits any breach of this Contract the Company shall be entitled but without prejudice to any other rights or remedies which it may have, to terminate the Course without notice, and to make a reasonable charge for time spent. No right of the Company shall be waived except in writing by a duly authorised representative of the Company.

OWN BOAT TUITION TERMS AND CONDITIONS

THESE ARE IN ADDITION TO OUR STANDARD TERMS AND CONDITIONS AND BOTH OUR STANDARD TERMS AND CONDITIONS PLUS OWN BOAT TERMS AND CONDITIONS ALL APPLY EQUALLY AT TIME OF BOOKING.

- a) The customers boat must be seaworthy including sufficient safety equipment for the operations required. These safety requirements include life-raft, V.H.F. Radio, lifejackets etc. If Powerboat Alpha 1 Ltd considers the vessel not to be suitable at time of attendance, we reserve the right to cancel the planned training. However, the customer remains liable to pay the full costs for the training planned if this occurs on the day of attendance. We obviously want our customers to enjoy the own boat tuition so please contact us in good time prior to the day of attendance and we would be happy to advise you.
- b) The customer remains fully responsible for their vessel as captain/owner at all times, Powerboat Alpha 1 Ltd crew are in attendance purely to offer advice and give instruction. The captain/owner must be aware and be responsible for of such areas as weather for the period, any Notice to Mariners in force, tides etc prior to the planned tuition. Powerboat Alpha 1 Ltd or its instructors will not be held responsible for any damage to the customers vessel or damage to another vessel or property or injury to persons no matter the cause.
- c) The customer must be fully insured, and that insurance must have a Public Liability cover of at least £1000000.00 (1 Million Pounds Sterling).
- d) Powerboat Alpha 1 Ltd include the instructors travel cost of getting to Chatham Maritime Marina within their Own Boat Tuition fees. If the instructor(s) has to travel to or from a place outside of Chatham, additional travel charges will apply.