

# TERMS & CONDITIONS

Duyasail.com SL , Locale 53 Puerto de la Duquesa Manilva 29691 Malaga Spain

## 1. Terms

Duyasail.com SL may also be referred to as or Duquesa Yachting. All students and person booking on their behalf shall be referred to as 'clients'. The term 'him' shall also be taken to mean 'her'. /Duquesa Yachting. will only accept reservations for sea school tuition on the terms & conditions set out in the following:

## 2. Payment Terms

Bookings will not be confirmed until receipt of a deposit equal to 50% of the total course fee. The balance will be payable 30 days prior to the course commencement date. For bookings made less than 30 days before commencement, the full amount is payable before confirmation of the booking is accepted.

## 3. Cancellations or Changes to Courses by /Duquesa Yachting

If, through circumstances beyond the control of /Duquesa Yachting, a course is cancelled, then all deposits and fees paid will be refunded and the schools liability thereafter will cease. Duquesa Yachting shall not be held responsible for any additional costs incurred by clients attending a course that is subsequently cancelled, including but not limited to flights, car hire, transfers and accommodation.

## 4. Cancellation by the Client

In the event of cancellation by the client, deposits and fees are not refundable. In the event that /Duquesa Yachting is able to subsequently re-sell the course, then all fees will be returned to the Client.

## 5. Training Vessels

For courses booked to take place on school boats, /Duquesa Yachting agrees to provide a suitable training vessel. In the event that there are any vessel changes made, due to a vessel becoming unsuitable for training for any reason whatsoever, this in no way affects the validity of the booking and the terms & conditions stated herein remain good.

## 6. Own Boat Tuition

For clients booking a Duquesa Yachting Instructor for training aboard their own vessel, the following conditions must be adhered to:

- i. Safety standards & equipment on the vessel must meet the minimum RYA /ISA standards (list available if required)
- ii. Fully comprehensive insurance cover must be provided for the client's vessel, covering all aspects of normal marine activities for the area in which the vessel will be operated. The client must inform his insurance company that our instructor will be taking over as Skipper for the duration of the course, including possible extra days to allow for possible unforeseen events. THE CLIENT MUST ENSURE THAT OUR INSTRUCTOR IS CO-ASSURED ON HIS INSURANCE POLICY.
- iii. The client will reimburse the travelling and out of pocket expenses incurred by the instructor from our base in Duquesa to the client's vessel.
- iv. Accommodation & food should be provided for the instructor for the duration of the course.
- vi. Duquesa Yachting cannot be held responsible for any delay or curtailment of a course due to the condition of a clients vessel used for own boat tuition.

## 7. Instructor's Decisions

In accordance with accepted marine practice, the decisions of the instructor, from the moment he steps onboard the training vessel, are final. Every attempt will be made to give clients the maximum sea time available. If however, the instructor deems that weather conditions, safety issues or any other consideration would make it imprudent to continue, the instructor's decision is final. Duquesa Yachting shall not be liable for any claim for return of fees for lost sea time.

## 8. Insurance

Duquesa Yachting is insured for instruction, including third party indemnity of 2 million pounds, details of which can be provided on request. Duquesa Yachting accepts no liability for loss, personal injury, illness or food poisoning. Duquesa Yachting recommends that clients obtain their own insurance to cover these eventualities.

## 9. Company Responsibility

Duquesa Yachting will exercise all due care and diligence in ensuring our courses are delivered both in accordance with our own terms & conditions and the RYA/ISA standard for teaching. Duquesa Yachting accept no responsibility for delay or inconvenience, loss of or damage to property, death, injury, food poisoning or illness suffered by the client or a member of his party.

## 9. continued.....

Duquesa Yachting accept no responsibility for disruption caused to the client by 'force majeure' such as fire, flood, acts of God, strikes, political unrest, Acts of Government or Authority or any other occurrence beyond our control.

## 10. Dispute Resolution

In the event that any dispute arising between Duquesa Yachting and the client, cannot be mutually resolved, such a dispute will be referred to a single arbitrator elected by the President of the the Law Society of England & Wales and be subject to the conditions set out in the Arbitration Act 1996.

## 11. Damages & Breakages

Damages and breakages caused by the client as a result of a wilful or neglectful act are the responsibility of the client and any costs incurred as a result of such shall be reimbursed on demand by Duquesa Yachting or its representative. For safety reasons, the instructor must be notified immediately of any damage found or caused by the client.

## 12. Security

Duquesa Yachting accept no liability for theft, attempted theft or damage to vehicles belonging to clients or members of their party, that are parked at Puerto de la Duquesa, or for any possessions removed from them. Property is left on school boats at the owners risk and Duquesa Yachting cannot accept responsibility for theft or damage to such items. Clients should exercise due diligence when securing the boat at night and at all times when the boat is left unattended. Valuable items, cash and important documents should never be left unattended on the boat.

## 13. Prohibited Items & substances

It is forbidden to bring onboard any vessel, any illegal item, such as prohibited drugs, firearms, offensive weapons, pornography, noxious substance or liquids or any other item of any kind that is unlawful or unsuitable for use on the boats. Clients returning to the vessel having purchased items ashore, must consent to such items and their packaging being checked by the skipper. /Duquesa Yachting reserve the right to refuse to allow any item onboard its vessels should the skipper deem that such items are unsuitable for any reason whatsoever. Any client refusing to allow packages to be checked will not be allowed onboard the vessel and will be responsible for their own return travel arrangements. Duquesa Yachting shall not be held responsible for any costs incurred by the client as a result of such an event occurring. Consumption of ALCOHOL is not allowed during training hours.

## 14. Accommodation

Accommodation will be provided for each day of training undertaken on practical courses onboard our yachts. Additional nights may be spent aboard only at the discretion of Duquesa Yachting and must be arranged in advance. Where permission to stay additional nights is granted, this will always be subject to the vessel being available for use by Duquesa Yachting. This may, for example, mean vacating the vessel early the following morning or a delay in boarding the vessel the night before a course. Every effort will be made to meet additional accommodation needs of students, but the requirements of Duquesa Yachting must take priority.

## 15. Published Information

Every care has been taken to ensure that all information published by Duquesa Yachting, including brochures, advertisements and mailings, that describe the company's boats and activities are accurate and are given in good faith, not withstanding that such are subject to change due to events beyond the control of /Duquesa Yachting.

**Medical Conditions details:**