



Terms and Conditions of Training

This document sets out the terms and conditions for training provided by the Royal Torbay Yacht Club (RTYC) and the Torbay Youth Sailing Trust (TYST). Payment of your training fees indicates acceptance of these terms. Providing you with training may involve us collecting your personal data, you can find details of how we will use your personal data at rtyc.org/privacy.

You can contact us using any of the following:

| | | | |
|---------------|---|---------------|--|
| Post: | Royal Torbay Yacht Club 12 Beacon Terrace Torquay Devon TQ1 2BH | Post: | Torbay Youth Sailing Trust 12 Beacon Terrace Torquay Devon TQ1 2BH |
| Web: | rtyc.org | Web: | rtyc.org/tyst |
| Email: | admin@rtyc.org | Email: | tyst@rtyc.org |
| Tel: | 01803 292006 | Tel: | 01803 292006 |

1. Payment

- a. The full course fees are due upon booking your course and are required to confirm your booking.
- b. All bookings are considered provisional until all outstanding fees are paid.
- c. Training spaces taken by provisional bookings may be offered to other trainees or promoted by the Club to other potential trainees without notice to you, until all outstanding fees are settled.
- d. You may pay training course fees by Bank Transfer, Debit/Credit Card, Cheque or Cash.

2. What you can expect from us

- a. We will:
 - i. Provide you with the training booked, subject to the terms contained within this document.
 - ii. Provide training books & course materials where required for the training.
 - iii. Provide certification for completion of the training course where appropriate, other than when the certification must be provided by a third party (this may incur additional cost).
 - iv. Provide you with qualified instructors.
 - v. Provide you with adequate resources to complete your training, other than items you have been requested to, or have agreed to provide yourself.



3. What we expect from you

- a. We request that you:
 - i. Be on time for your training. If you are late the training may start without you. For some courses lateness may lead to you missing the training entirely which may constitute a cancellation made by you. If you are likely to be late, please let us know so we can accommodate your lateness if possible.
 - ii. Listen carefully and follow all instructions provided by your trainer, especially when you are on the water.
 - iii. Act responsibly and safely at all times; reckless, dangerous or disruptive behaviour may lead to you being asked to leave the course.
 - iv. Complete any required pre-course reading or homework prior to the start of your training.
 - v. Where pre-course work is required, to collect your training materials from the Clubhouse (opening hours are available on our website) allowing enough time for you to complete the work. If you are unable to collect your training materials, you should make arrangements to allow them to be sent to you (we reserve the right to charge for postage).
 - vi. Enjoy your training!

4. Cancellation by you

- a. Should you need to cancel your training booking, the following charges will apply:

| Period before course start | Cancellation fee |
|----------------------------|------------------|
| 14 days or more | Nil |
| 7-13 days | 20% |
| 3-6 days | 40% |
| 2 days | 50% |
| 24 hours or less | 100% |

5. Cancellation by us

- a. In the event we have to cancel your training due to adverse weather, lack of available trainers or any other reason beyond our control we will:
 - i. Offer an alternative training date at the earliest opportunity.
 - ii. Offer a full refund if we are unable to agree a suitable alternative date.
- b. Acceptance of an alternative training date following cancellation constitutes a new training booking, any monies paid will be automatically carried forwards to this booking.
- c. On occasion we may need to make reasonable changes to your training, included but not limited to the following:
 - i. Change of venue (to another venue within or close to Torbay)
 - ii. Change of instructor
 - iii. Change of start or finish time
- d. Any reasonable changes do not constitute a cancellation of your training.



6. Liability

- a. RTYC & TYST cannot be held liable for any personal injury or damage to your property during your participation in a training course, unless caused by the negligence of our trainer.
- b. If you are using your own equipment for your training you should consider adequate insurance against loss or damage.
- c. RTYC & TYST's total liability for the cancellation of any training courses is limited to the amount paid for the training.

7. Clothing & Safety Equipment

- a. Where possible we will provide all necessary safety clothing and equipment, where you are expected to provide your own equipment you will be made aware of this in the course joining instructions prior to the commencement of the training.
- b. Refusal to use required safety equipment may lead to you being asked to leave the course.

8. Medical Conditions

- a. You must inform your instructor of any medical conditions or disabilities which may affect your participation on the course.
- b. We will treat all such information in accordance with our Privacy Policy, details of which can be found at rtyc.org/privacy.

9. Complaints

- a. If you feel your training has not met your expectations, or if you have any complaints you should:
 - i. Make your trainer aware of your complaint in the first instance, they will do their best to resolve your complaint.
 - ii. If your instructor is unable to resolve your complaint, or if you wish to complain about your instructor please address your complaint to the Club Manager in writing to manager@rtyc.org.