

Interpretation

The following definitions and rules of interpretation shall apply in these conditions:

“Centre” means Atlantic Marine Training

“Contract” means the contract between the centre and the customer for the provision of services.

“Customer” means any person, company, firm or any other legal entity, including any employees, agents or subcontractors which places an order or purchases a service from the centre.

“Service” means any course, product, service or facility offered by the centre to the customer.

Application of Terms

These conditions are the only conditions upon which the centre is prepared to deal with the customer.

Booking Places cannot be provisionally booked. Once you have decided on your course and its dates, please make the appropriate payment. Bookings cannot be accepted without the appropriate payment. A booking is not definite until confirmed by the centre.

Payment

Full payment of the course fees is required by the customer, of which 50% is a booking deposit. The centre reserves the right to cancel any booking without prior notice if full payment has not been made in accordance with these conditions.

Cancellations by the Customer

All cancellations made by the customer must be made in writing and submitted via email or post. In the event of a cancellation, the deposit tendered by the customer is forfeited. If the customer cancels the booking within one week* of the course commencement date the entire fee tendered is forfeited. Customers are advised to insure against and check whether their own personal insurance policy provides cover against certain unavoidable cancellation.

* The following programmes have different cancellation notice periods to the standard one week period.

- Powerboat Scheme Courses: ISA and RYA: Introduction to Powerboating, Level 2, Safety Boat, Intermediate and Advanced. In the case of these courses, cancellations within 2 weeks of the course commencement date will result in the entire fee tendered being forfeited.
- Shorebased Courses: Coastal Navigation for Small Boats,, VHF Radio, and First Aid. In the case of these courses, cancellations within 2 weeks of the course commencement date will result in the entire fee tendered being forfeited.
- Childrens Sailing Programmes, to include Saturday Sailing Programmes, Afterschool Programmes, Mid-Term, February, Easter, Halloween and Summer Programmes and all other programmes for those aged under 18 years: In the case of cancellation by the customer the entire fee tendered by the customer is forfeited.

Cancellations by the Centre

The centre reserves the right in any circumstances to cancel a course or your booking. If we cancel your booking our liability is limited to monies already paid by the customer, which will be refunded. We may offer as an alternative a replacement course, which you may choose to accept in place of a refund. Such an offer once accepted, constitutes a new booking subject to these terms and conditions. Occasionally we may need to make changes which may include, but are not limited to: a] a change of destination/venue, b] change of departure point, c] change of vessel, d] change of instructor. Such matters do not constitute conditions of the contract and changes to them by us do not constitute a cancellation.

The centre reserves the right to cancel any booking at any time without prior notice where we believe on reasonable grounds that this is necessary due to unsuitable conditions. Cancelling a booking should not be confused with the need to reschedule a sailing lesson due to weather. Where a lesson is rescheduled, this does not count as a cancellation. Non attendance at a course or leaving during a course will result in the entire fee tendered being forfeited.

Safety

Safety is of paramount importance on all of the centre's courses. Watersport activities are, by their very nature hazardous and customers and their guardians must accept that there are risks and the inevitable bumps and scrapes. The customer must comply with all safety and general instructions given by the centre's staff.

Health

Customers participating in courses at the centre must expect to be involved in adventurous and strenuous activity. Customers must be in general good health and must satisfy themselves that the activity is within their abilities. The customer must make a true and accurate declaration of their health when booking and must make the centre aware of any medical conditions they have. The centre reserves the right to refuse a booking on medical grounds.

Medical Attention

The customer will permit for basic First Aid to be administered by a suitably qualified member of staff where considered necessary or by a qualified medical practitioner. The customer authorises a qualified medical practitioner to provide emergency treatment or medication if necessary.

Complaints

If the customer encounters an issue with regard to the services being provided by the centre, they should notify the Centre Manager immediately in writing. The centre will endeavour to resolve a problem as soon as possible.

Weather

Atlantic Marine Training endeavours to go on the water in a wide range of weather conditions. Unfortunately, we are not for safety reasons able to sail in certain wind conditions. We cannot take responsibility for the weather

conditions on the day and cannot make refunds for time lost due to weather, we endeavour to arrange an appropriate catch-up session for this.

Unruly Behaviour

Customers are required to have consideration for others at the centre. If, in the centre's reasonable opinion, the customer or any member of their party is behaving or likely to behave in such a way as to cause danger, upset or distress to any third party or damage to property, the centre is entitled without prior notice to expel the customer immediately. No refunds will be made and customers are liable for any damage caused.

Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in the centre's brochures, website and other materials shall at all times remain the property of the centre.

Photographs

Photographs taken on the centre's courses may appear in our brochures and marketing materials. If a customer does not wish to be photographed this should be raised with the Centre Manager in writing.

Data Protection

Personal information requested by the centre at the time of booking or any subsequent information is held in its original form and on computer. The centre is the Data Controller for the purposes of the Data Protection Act 1988

and will process your data in accordance with the act. The centre will not divulge your information onto Third Parties, except where stated at point of collection. This is limited to the RYA, Irish Sailing, Department of Transport (for certificate registration purposes) and Skippers Online (for online navigation course registration) By providing us with your information to process a booking, you agree that your personal information can be:

- 1.) held and accessed by the centre's authorised staff
- 2.) used to contact you in the future either by email or post to send you e-news and general information.

You can exercise the right to opt out of e-news by sending an email with the subject "UNSUBSCRIBE" to info@atlanticmarinetraining.ie

Circumstances Beyond our Control

The centre shall have no liability to the customer under the contract if it is prevented from or delayed in performing its obligations under the contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control, unusually severe weather or default of suppliers or subcontractors.

Equipment

The centre reserves the right to provide vessels other than those specified at time of booking.

Rights of Third Parties

A person who is not a party to this agreement (except where applicable) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

General

The customer will release the centre, its officers, directors, employees, volunteers, agents and sponsors from any liability no matter how arising with his / her attendance, play and transportation related there.