



Tauranga Yacht & Powerboat Club

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Terms and Conditions

All bookings are subject to these Terms and Conditions

Your booking is confirmed when we receive your Registration Form. Whilst we may be able to temporarily reserve a place on your preferred course, should another student submit a Registration Form before we receive yours, we would be unable to keep your reserved space.

In occasions where Registration Forms have been sent by post, please notify us by email so that we can hold your space until the form is received.

Prices

All course/event prices are subject to change. However, once we have received your Registration Form the price of your course/event the price will not normally be subject to any change (invoice errors or omissions excepted).

The balance of the price of the course/event must be paid within 7 days of the invoice being issued. If the balance is not paid in time, you may be subject to a late payment fee which will be approximately 10% of the original balance stated on the invoice.

Alterations to Bookings

If, after your Registration Form has been received, you wish to change your course/event in any way, we will do what we reasonably can to accommodate such changes, but it may not always be possible.

If you or any member of your party is unable to proceed with the course/event, you can transfer the booking to a substitute person, provided that they satisfy all the conditions applicable to the original booking. Should you request a major alteration to the course/event booking (such as a change of date, decrease in group size) we will do what we reasonably can to accommodate such changes however you will be liable to pay any losses or charges incurred in doing so.

Customers wishing to add to a party after the initial booking will only be able to do so if sufficient places are available. Availability should not be assumed and you should contact us to check availability first. The price of your course/event may increase or decrease to reflect the changes requested by you but please note that a reduction in numbers attending a course/event will not necessarily result in a reduction in the price of the booking.

Cancelation

You may cancel your course/event at any time. Cancellation will only be accepted on payment of the cancellation charges as set out below:

- If we have received your Registration Form and you do not arrive on the day – 100% of the price of course/event
- Less than 48 hours before the start of the course/event – 100% of price of course/event
- More than 48 hours before the start of the course/event – 50% of price of course/event or free rebooking
- More than 7 days before the start of the course/event – No charge

If you decide not to continue with the course, or are unable to participate we will not offer a refund. We will do what we reasonably can to reschedule your course however you will be liable to pay the original cost of the course and the cost of the rescheduled course.

Postponement by us due to bad weather

Where possible, you will be contacted before the start of your course/event to inform you of postponement due to bad weather. If we do postpone your course will offer you alternative dates, no refund will be available. In the event that the instructor has a viable shore based alternative, the course will go ahead.

On some occasions group events may need to be postponed due to bad weather. In these circumstances we will offer you alternative dates. If you are unable or unwilling to accept these new dates then we will refund you the full cost of the course less 15%.

Safety & circumstances beyond our control

As your safety is our first concern, a course/event may be cancelled or re-scheduled or curtailed by us in weather conditions which may in our view make the course/event dangerous or unsafe or due to circumstances beyond our control (including staff illness).

We may also cancel, postpone or re-schedule a course/event where there are not enough people booked on the course/ event to make it viable. Please contact us if in any doubt as to whether a course/event can take place. As with other activity-based experiences, water sports activities contain an element of risk.

It must be understood that your participation in these activities is your decision and at your risk. The course/event leader has primary responsibility for the safety of the students and equipment at all times and his/her decision is final. If any member of your party commits an illegal or potentially dangerous act including carrying or taking of drugs during or before a course/event, is under the influence of alcohol, persistently disregards the instructions of the course/ event leader or duty manager, or is disruptive or exhibits difficult behaviour, the course/event leader and duty manager reserve the right to terminate such persons' participation in the course/event with no responsibility to them. In such an event there will be no right to any refund.

Damage by customers

Should damage or loss to vessels, persons or equipment be caused as a result of wilful damage or gross negligence by a customers, a customer under the influence of alcohol or drugs or as a result of refusal or failure to obey instructions given by our staff, then he or she will be liable for the full amount of repair or replacement and any resulting costs. The course/event leader reserves the right to terminate the course/event. Adults will at all times be responsible for minors in their charge. We cannot be held responsible for any loss or damage to any person caused other than through our negligence or breach of contract or for damage to your property howsoever caused