

1. About ScotSail®

1.1 1st ScotSail® Training Ltd, herein referred to as 'we', 'us', 'the Company', 'ST' or "ScotSail®" is a Royal Yachting Association (RYA) Recognised Training Centre, LearnDirect Scotland Centre and ILA Scotland Approved Provider, operating since 2002.

1.2 We are one of the largest and best-rated RYA Training Centres in Scotland and the U.K., and have invested heavily in first-class facilities, training yachts and powerboats, instructional staff and equipment. The quality of service, training and certification standards are foremost in our mind.

2. Who We Provide Services To

2.1 We provide marine safety, sailing, powerboating and navigation training courses to individuals, new or prospective boat-owners, those wanting to hire or charter boats, couples, groups, families, children and youth-organisations, those up-skilling for work or moving into a new career, employees, corporate groups, local authorities and Government, police & emergency-services, Ministry of Defence personnel, service-leavers (SL's) and Defence Contractor employees.

3. General

3.1 We want our terms, conditions and pricing to be open, transparent, accessible and, above all, fair. We pledge to treat all our customers with respect, and to ensure that we include as much information as possible up-front, and give our customers the freedom and flexibility to choose ScotSail®-run RYA Training Courses and experiences with confidence. In the unlikely event something goes wrong, we are committed to doing our best to addressing it and fixing it in good time, and to ensure that our [complaints process](#) is easily available for all to see.

3.2 All customers, attendees, ScotSail® or RYA gift-voucher recipients, or other third-party retailers' voucher-holders agree to be bound by these terms and to uphold them at all times. The terms shall be extended to include all persons attending a ScotSail® RYA Training Course, Experience, Booking or other Product, even if they are not the payee. The relevant business terms shall be extended to include payees, even if they are not the attendee.

3.3 It is specifically not a requirement that payees or attendees physically sign a copy of these terms and conditions in order to be bound by them – you agree to these terms and conditions when you make a booking with ScotSail® and pay the relevant fee. You may be asked to sign a copy of our master booking and next-of-kin form upon arrival at our RYA Training Centre(s) or other location – this will also incorporate an additional version of these terms and conditions. If the product is free / has a zero-value, these terms shall still apply to you, but we will have no liability to you whatsoever to supply any product or booking in this event, and there is no refund or cash alternative in any circumstances for zero-value or 'free' products or services.

3.4 If you do not fully accept all of these terms and conditions – do not proceed with any booking or make payment. In proceeding with a booking, making payment and attending you agree that you signify your full understanding, acceptance and agreement of all of these terms and conditions.

3.5 Failure to uphold any or all parts of the terms and conditions may result in immediate termination of service, without any liability to you whatsoever. We reserve the right to withhold any RYA Certification or Award until you have fulfilled your obligations under these terms, or made any relevant payments in full. Failure by ScotSail® to enforce a right under these terms does not necessarily result in waiver of such a right.

3.6 Almost every single aspect and element of these terms and conditions have been borne out of situations that we and our customers have experienced – you agree to fully read and accept them all, and to be bound by them and uphold them.

4. How We Keep Your Money Safe

4.1 We believe in a business which can be both ethical and profitable – this means that your money is kept separate from our business operating accounts. We have agreements from our banking partners which separates and protects our customers' money. This means that we do not use your deposits to fund the on-going operation of the business, and we are not dependent on making future sales to cover our liabilities to you – your money is kept in a refundable client-money holding account until after you have received the goods or service. We understand that this way of working is unique to ScotSail® in the RYA Training Industry, and hope this represents our commitment to respect for Ethical Business Practices.

4.2 All payments, irrespective of method (credit/debit card, cash, cheque, electronic funds transfer) are made into our separate Client-Money Refundable Holding Account, with Bank of Scotland. This money remains yours and is fully refundable back to you, up until exactly 28 calendar days prior to the original stated or chosen start-date of your booking. Gift Vouchers are subject to different terms (See Section 19). After this time you hereby agree that any monies paid to us in respect of your entire booking (even elements which may have start-days further ahead in time) become the property of ScotSail®, and that you will no longer be entitled to receive a refund or cancel or amend your booking in any way, without the prior agreement of ScotSail®.

4.3 We are not obliged to use the ScotSail® Protected Payments System or Client-Money Refundable Holding Account, and may use any other usual operating account or payment services provider at any time, and without giving any prior notification. We shall not be held liable in the event that our banking partners or other relevant authorities fail to consider separately, any customer money held in any client-money refundable holding accounts operated by or on behalf of ScotSail®.

5. Booking Deposits

5.1 A deposit equal to 25%, or another stated amount on your invoice (e.g. £49pp/£99pp), is payable in order to secure any booking, date, product or other reservation. It is your responsibility to ensure that ScotSail® has received this and all other payments due in advance of any booking.

5.2 No booking shall be valid unless the deposit is received by ScotSail®. You may make a provisional booking or notification of intention to book, in person, online, by telephone, paper-form or other method, but this shall not be held or reserved for you in any way until the deposit payment or full amount in the form of cleared funds, has been received.

5.3 Some products or bookings cannot be reserved or purchased with a deposit payment, and only full payment will be accepted. These products or bookings include, but are not necessarily limited to: StudyFlex™, Day Skipper Shorebased, Coastal/Yachtmaster® Shorebased, VHF Radio Licence, Diesel Engine, Radar, First Aid, Essential Navigation & Seamanship (Web-Based), Professional Practices & Responsibilities (PPR), ScotSail® Gift Vouchers or any product or booking with a value of £100.00GBP or less. In addition, bookings which start within 28 days must be paid in full in order to be valid, although we may state a deposit-due value on your invoice anyway – in this case you should pay the deposit immediately and the balance within 24 hours for your booking to be valid.

6. Balance Payments

6.1 The full (or outstanding balance) amount for all bookings must be received at least 28 calendar days prior to the original stated or chosen start-date of your booking – OR the stated balance due date on your booking confirmation / invoice document. Any bookings for which the stated full-amount due has not been received by the required date and time may, at our discretion, be considered in default (unpaid and without prospect of receiving payment) and we reserve the right to cancel your booking and retain all monies paid to us in respect of that specific course date, booking, goods or service – without any liability or refund to you whatsoever (financial or otherwise).

6.2 In addition, you agree that if you make a booking for multiple products, and that if you are in default for a balance or full amount for a stated course date, booking, experience or service, that we may, at our discretion, use some or all of the funds paid for, or otherwise allocated to, another booking held or made by or for the same person, to reduce or extinguish the outstanding amount relating to the course date, booking, experience or service that is in default or overdue.

7. Advertising & Pricing

7.1 ScotSail® uses online, magazine, brochure and other forms of advertising and marketing techniques. ScotSail® accepts no liability whatsoever for any unintentional errors or omissions in any advertising materials – it is your responsibility to verify all the relevant details of any booking before making payment. Some advertising material available in the public domain is not produced, managed or authorised by ScotSail®, but by third-party advertisers or re-sellers, and even ‘fans’ of ScotSail®.

7.2 We have no control over this advertising material and accept no liability whatsoever as a result of relying on it as a primary source of information about our products and services. For an accurate and up-to-date quote of our prices, availability and product / course details you should Contact Us Directly.

7.3 ScotSail® RYA Training Courses described as ‘Learn-to-Sail Holidays’ will be run primarily as enjoyable RYA Training Courses, run according to RYA Published Guidelines and Syllabi – they are not primarily / solely a ‘holiday’ and should be treated as a serious educational training course – you will be expected to participate to the fullest extent that you are able.

7.4 Our master price list and tariff is available for download by [Clicking Here](#). This should be the primary source for reviewing our standard prices – no other source should be used except for indicative / representative purposes only. Our prices may be subject to change without notice, and you should contact ScotSail® directly for a final written quotation, which will appear on your booking confirmation / pro-forma / invoice document. Prices on pro-forma invoices are valid only for 7 days from date of invoice / issue, and all may be subject to additional time-scales or conditions (e.g. time-limited special offer etc).

8. Booking Process

8.1 In order to make a booking, you should research what course / experience type is right for you and for those you may be booking on behalf of. We can supply information about RYA Training Courses and our own products and services, but you should always use www.rya.org.uk as a primary source of information concerning RYA Training Courses, or the relevant RYA Publication and Official Syllabus.

8.2 Once you have decided, you can Contact Us to check availability and make a booking. We will then send you your booking details and joining instructions by e-mail, or by Royal Mail if you so request it. We can also supply free copies of all our printed material in an accessible large-print format for the visually-impaired.

8.3 In order to secure any booking you must confirm the availability and pay the booking deposit or full amount due.

8.4 For bookings that have a start-date more than 28 calendar days in advance, the booking deposit stated on your booking confirmation or invoice document must be paid at the time of making a booking, either by telephone, online, e-mail, website contact form, in person or through any other means. You may still pay the booking deposit some time after making a booking, and we may still take payment and confirm your course, but availability cannot be guaranteed in this case – bookings are strictly allocated on a ‘first-come, first serve’ basis only. If you do not pay the booking deposit (or indeed full amount, if you prefer) your space may be re-sold to any other third party through any means, including automatically online.

9. Understanding the Products and Pre-Course Experience Requirements

9.1 It is solely the customers (attendee and/or payee) responsibility to ensure that the course / experience that they elect to book is suitable for them and for others that they may be booking for, that they are physically fit and able, and meet any pre-course requirements or have any recommended pre-course experience and assumed knowledge. ScotSail® is not responsible for performing any vetting or background checks of customers experience prior to booking. We will however inform you, according to RYA Standards and Syllabus, based on the information you supply to us regarding your previous experience. We are required to have a suitable process for ensuring that customers only book onto courses or experiences that are suitable for them. To that end, you agree to fully assimilate all RYA Course details prior to booking or attending at www.rya.org.uk. You agree that this shall be the primary source of information on which to base your decision. Furthermore, you agree that this shall satisfy our requirement to ensure that customers only book onto courses or experiences that are suitable for them.

9.2 You agree that it is not guaranteed that you will complete or pass any part of any RYA Training Course or experience, and that the decision of ScotSail® Instructional and Centre Staff is final in respect of any RYA Training Course or Experience outcomes or certificate awards.

9.3 It is specifically a condition of booking that discovering that you may not be capable of achieving a specific course-level is not grounds for you to cancel your booking or receive a refund or compensation. In this event you may attempt to complete parts of the original course, be allocated to another course-level or experience more suited to your abilities or circumstances, or be given an award conditional on completing or achieving some other RYA Course or milestone. The decision of the RYA Centre Principle is final in all cases.

9.4 At no time is any information or advertisement given on our websites, over the telephone, e-mail, brochure, leaflets or any other format to be considered advice. Any statements which you may consider to be ‘advice’ are purely the personal opinions of the author, and not the opinions or advice of ScotSail®. We supply information only. Only YOU, the customer, can make the ultimate decision about what RYA Course or Experience to attend. You may then inform us which course or experience you wish to book and we will then endeavour to fulfil such a booking.

10. Age, Health & Fitness Declaration

10.1 Illness, injury or other medical conditions do not necessarily preclude or prevent any persons from participating in any RYA Training Course, however, it is your responsibility to declare to ScotSail® AND the Skipper / RYA Course Instructor in charge of vessel, details of any illness, injury, medical conditions, fitness or any other factor that may affect your participation.

10.2 Important conditions to disclose include (but are not limited to), epilepsy, giddy spells, asthma, diabetes, heart condition, arthritis, requirement to take regular medication or any other factor that may affect your participation, or that your Skipper or RYA Course Instructor should be made aware of.

10.3 Pregnant women must disclose that they are pregnant - and can only be permitted to attend up to their 2nd trimester, and then only if they are in possession of an official letter from Health Professional in charge of your care stating that in their opinion it is safe for them to attend a physical activity such as has been booked.

10.4 It is your responsibility to disclose any and all medical conditions or medications, and any other considerations that may affect your suitability to participate in any booking run by, or on behalf, of ScotSail®. You agree that you will disclose this information at the time of booking AND again directly to your RYA Course-Instructor or other relevant member of ScotSail® staff in direct charge of your service provision or RYA Course Delivery.

10.5 The services we provide include activities requiring a degree of physical exertion, which may include (but is not limited to); leaning, stretching, crouching, crawling, walking, lying down (front and back), running, pulling, pushing, carrying, jumping, using steps, stairs or ladders or high-ledges or gunwhales not necessarily designed for stepping on or off of. You agree to use all reasonable care whilst on-board any of our vessels, and whilst ashore during your booking with ScotSail®.

10.6 You agree that you are hereby duly warned against the danger of serious or fatal head-injury or other trauma that may be caused by the boom on-board sailing vessels, and that you will keep an independent look-out for this specific hazard, at all material times. In addition, there exists a risk of head-injury on-board our power-boats consisting of a sharp-edge at head-height – in rough weather or when the vessel is manoeuvring this could pose a hazard and you must keep a similar look-out in order to avoid injury.

10.7 If for whatever reason, your RYA Course-Instructor has to administer medical aid, ScotSail® and its employees, servants, agents, contractors or instructors accept no liability for any damages or injuries, howsoever caused, unless in the case of that persons proven negligence. You agree that we (or a medically-trained RYA Instructor) may administer medical first-aid to you (or any minors for whom you are responsible) in the event of a medical emergency, and that you will hold us harmless in such an eventuality.

10.8 In signing the booking form you declare to the best of your knowledge, that: “I am not suffering from epilepsy, disability, giddy spells, asthma, diabetes, angina, or other heart condition and I am fit to participate in the sailing or powerboat course / experience”.

10.9 Please forward details of any medical treatment being received which will be supplied to the instructor.

11. Children, Unaccompanied Minors & Child Protection Policy

11.1 Children under 8 years of age are not accepted on any RYA Training Course or other ScotSail® organised or managed course, event or experience without express written consent from the Company. It is solely your responsibility to ensure that ScotSail® has acknowledged, in writing, any intention to bring a person aged under 8 years onto any RYA Training Course or other ScotSail® organised or managed course, event or experience.

11.2 ScotSail® operates a Child Protection Policy as set out by the RYA. For further information please visit www.ScotSail-Training.co.uk/ChildProtection We will also provide this information in a printed hardcopy format free-of-charge at any time, and upon request.

11.3 No unaccompanied person under the age of 18 years will be accepted onto any ScotSail® RYA Training Course or experience, without having passed to ScotSail® a completed and signed 'Minors Liability Declaration Form', from an appropriate adult (e.g. parent / legal guardian / carer). Only persons who are aged 18 years or older may act as an appropriate adult for a minor (under 18), in respect of accompanying them or acting as signatory on a 'Minors Liability Declaration Form'.

12. Alcohol, Smoking, Illegal Substances, Weapons & Personal Conduct

12.1 Alcohol is permitted on-board our vessels, but must not be consumed during periods where the vessel is underway or whilst you may be required to participate in the operation of the vessel. In addition, you must not be under the influence of alcohol during these same periods.

12.2 During a practical RYA Training Course, you are not simply a passenger in respect of the law. [Section 80 \(Non-Professionals\) of the Railways & Transport Safety Act](#) states: that any non-professional (i.e. not a Qualified RYA Instructor / Commercial Skipper), who is on-board a ship which is under way, and is exercising, or purporting or attempting to exercise, a function in connection with the navigation of the ship and is not a person to whom [Section 78](#) or [79](#) applies (a professional seaman or captain), commits an offence if his ability to exercise the functions aforementioned is impaired because of drink or drugs. The offence shall be committed if the proportion of alcohol, blood or urine exceeds the prescribed limit. As at time of writing the prescribed limits are as follows:

- (a) In the case of breath, 35 microgrammes of alcohol in 100 millilitres;
- (b) In the case of blood, 80 milligrammes of alcohol in 100 millilitres, and
- (c) In the case of urine, 107 milligrammes of alcohol in 100 millilitres.

12.3 The same limits apply to our RYA Instructors whilst on duty, or when they may be required to perform their duties in an emergency.

12.4 You should be aware that if you commit such an offence you put yourself at risk, and the lives of everyone else on-board at risk. You also leave yourself liable to arrest (by a Police Constable) without warrant under [Section 85 of the Act](#).

12.5 In accordance with national legislation, ScotSail® operates a no-smoking policy across all our vessels and shorebased facilities. This means that smoking is not permitted at any time on board, even on open deck. It is an offence to smoke, and for the RYA Course Instructor in charge or Master of the Vessel to permit smoking, on-board any of our vessels. This is covered under [Part 1 of the Smoking, Health and Social Care \(Scotland\) Act 2005](#).

12.6 We do recognise, however, that some of our customers do choose to smoke cigarettes, cigars or tobacco-pipes. There should be ample opportunities throughout each day where customers who choose to smoke can do so, when the vessel is not under way. It may be the case that there are other customers who also wish to smoke, whilst at sea.

12.7 It is expressly a condition of service that you must observe high standards of personal conduct, and obey all reasonable instructions given you by any ScotSail® member of staff or RYA Course Instructor – specifically the Master of the Vessel has absolute authority and command and must be obeyed at all times – this is for your safety and the safety of others on-board. Any person who fails to comply with any such reasonable or lawful instruction may have their services terminated with immediate effect and disembarked at the nearest convenient port (regardless of consideration of their return to port of origin or other location – with no refund, or any other liability to ScotSail® whatsoever).

12.8 An example of where this might be implemented is seriously disruptive or dangerous behaviour on-board. We also reserve the right to call on HM Coastguard or the Police for assistance, if it is determined that this is necessary.

12.9 You must not cause a nuisance, fear or alarm to any other person on-board or situated nearby and drunken or violent behaviour will not be tolerated. You must not take any action or inaction that might endanger the crew or otherwise disrupt the safe navigation of the vessel.

12.10 You must not be in possession of any controlled substance (e.g. drugs / narcotics), or any other dangerous substance, mixture, intoxicant, poison, chemical or other noxious thing whilst on-board any ScotSail®-operated vessel. In addition offensive or dangerous weapons, firearms or explosives are forbidden. Only pyrotechnic flares or devices owned and controlled at all times by ScotSail® are permitted on-board.

13. Additional Costs, Shore-Activities, Eating Out & Marina Berthing

13.1 All items included in the price shall be clearly stated on your original booking invoice. Unless stated otherwise, there may be some additional costs or optional activities / extras available to you during any ScotSail® RYA Training Course or experience. Specifically, the shared cost of any mutually-decided marina berthing and any [hire of waterproofs](#) is not included in any course-fee. These represent optional costs and are usually minimal – e.g. 1 x Overnight Marina Stay & Use of Toilets/Showers/Electricity @ £30.00 shared between 5 persons on-board = £5.00 Per Person.

13.2 All / most ScotSail® practical course fees include all RYA Tuition, Certification, RYA Database Registration, Logbook update, Instructor Signing and Centre Stamping, Fuel, Gas, Consumables, Overnight accommodation where stated, Safety Equipment, Use of ScotSail® books and publications, 24hr Secure Parking for the Course Duration (provided directly and freely by Largs Yacht Haven), Food (Full Board Meals, Snacks and Drinks etc) – either Mon-Fri or Sat/Sun, for 5-day and weekend practical sailing courses, or specified days on power-boat courses.

13.3. In some cases, there may be a small additional charge for certain types of (not all) RYA Certification, or where the RYA have themselves withdrawn 'old-style' RYA Certificates and replaced them with mandatory 'new style' photo-ID certification. If this is the case this will be stated clearly on your booking confirmation / invoice with the price shown – usually this will be £5.00 in these cases.

13.4 You must read and agree to the Voluntary Student Fund Guidelines, accessible by [Clicking Here](#). These form part of our terms and conditions and must be fully read and agreed-to. If you are unable to access this document you agree to make a written request for this information, which will provide to you free, in advance of your booking either in a hardcopy printed format sent via post, or in a separate e-mail (or both) – whichever you request.

14. Customer Responsibilities

14.1 All payees / attendees must ensure that they have read, understood and accepted all the supplied sales / course information literature, including brochures, e-mail, links, attachments, as well as all of these terms and conditions and they associated links and referenced material. Any person unable to access all of these materials for any reason should contact ScotSail® to receive their free hardcopy printed versions.

14.2 Customers must be aware that not all ScotSail® RYA Training Courses / Experiences are for beginners, and that there may be pre-course recommended experience levels, reading, background shorebased knowledge or pre-requisite logged mileage or other certificates required prior to attendance.

14.3 This information is freely available on our websites, but the primary source must always be the official RYA Publications (e.g. G15 Sail Cruising & Yachtmaster Scheme Logbook or G20 PowerBoat Logbook), and the RYA Website at <http://www.rya.org.uk> .

14.4 ScotSail® is in no way responsible if you elect to book onto any RYA Training Course or Experience for which you are not sufficiently experienced, capable or qualified – you are solely responsible for ensuring that you meet any pre-course recommended experience levels, or any other pre-requisites.

14.5 All attendees must ensure that they are contactable by ScotSail® at least 7 days prior to the stated or chosen start-date of their RYA Training Course / Experience. They should be contactable by telephone or e-mail, and it is the customers responsibility to ensure that we have the correct contact details recorded for them. This is to ensure that we can contact you in the event of a cancellation or postponement and that you do not travel for a booked service that has been cancelled or postponed. If you have not heard from ScotSail® 7 calendar days prior to your stated or chosen start-date, you must make telephone, written (post or e-mailed), contact with us to ensure that we have the correct contact details, and to enquire as to the status of your upcoming booking.

14.6 ScotSail® is in no way responsible or liable in any way if you travel and/or arrive for any service to be delivered by us that has been cancelled or postponed.

14.7 On arrival, all attendees will be required to read and sign a copy of our latest Crew Registration and Master Booking Form. This will ensure that you have read, understood and accepted these terms and conditions, and that we have your next-of-kin details recorded and kept on-shore, as we are required to do under the relevant regulations.

14.8 Customers accept that they may have different RYA Instructors, vessels of different specifications or different training crews during their RYA Training Course / Experience, and that short RYA/MCA examinations may be conducted that take place during the course, during which attendees may be asked to participate as crew. If this happens, this will still form part of your RYA Training Course / Experience.

14.9 Customers / attendees agree to accept any and all advice given them by their RYA Course Instructor, and by other members of ScotSail®, relating to the issuing of RYA Course Certificates, course elements, modules and/or syllabus items. You accept that it is not guaranteed that you will pass any course you choose to attend. The issue of RYA Certificates is recommended by the RYA Course Instructor, and the decision of the RYA Principal is final in all regards.

15. ScotSail® Responsibilities

15.1. ScotSail® will run RYA Recognised Training Courses and other experiences / services according to company policy, and to RYA Guidelines, Regulations and Syllabus, as set out in the relevant documents (RYA RGN, G27, G15, G20, G19, G22 etc.).

15.2 ScotSail® is responsible for supplying a suitable, safe, clean, functional and commercially coded (if required), and insured sailing yacht, powerboat or classroom facility.

15.3 If any of our advertised vessels, facilities or instructors are unavailable for any reason we reserve the right to substitute another of similar or appropriate specification or qualification level with no liability to you whatsoever. Under no circumstances can ScotSail® guarantee to provide you with any particular vessel, classroom or RYA Course Instructor as a condition of booking, as such elements are subject to change due to unexpected mechanical failure, breakdown, illness/injury etc at any time.

15.4 We may note your request for a particular vessel, facility or RYA Course Instructor, and in general such requests are usually fulfilled without issue – but this is not guaranteed and we may substitute any of these without prior notice, at any time.

16. Insurance & Personal Liability

16.1 ScotSail® owns a number commercially-operated sailing and power-driven vessels, as well as shorebased training and administration facilities. Such vessels and facilities are fully-insured against all usual marine risks, including public and employers liability insurance. In addition to directly owned / leased vessels and facilities, we also work with a number of independent yacht owners, to provide additional capacity to our operations. Such vessel-owners hold their own insurance policies, relating to conducting RYA Training on-board and these policies can be made available for you to inspect prior to departure if you should so request it.

16.2 ScotSail® is not responsible for any accident, loss, damage, incident or injury, or death howsoever caused, to you or your property unless in the case of our proven negligence and any authority invoked makes an official judgement or decree as to our responsibility and/or liability.

16.3 We strongly recommend all attendees have appropriate insurance cover to cover personal injuries, accidents, death and loss of or damage to, personal property.

17. Price Match Guarantee

17.1 ScotSail® operates a Price-Match Guarantee Scheme, whereby we pledge to match, or better, the price for any RYA Training Course Product offered by another RYA Recognised Training Centre. There are terms and conditions attached to this guarantee that all must be met before we will honour the pledge.

1). The Price-Match Guarantee applies only to RYA Recognised Training Centres within a 50-Mile Radius of ScotSail®, Largs Yacht Haven, KA30 8EZ.

2). A detailed quotation from another Centre, in the customers personal name (not a company or other such entity), which is less than 30 days old must be produced to ScotSail®.

3). The product specification must match exactly the product specification as being offered by us. Factors to be matched include dates and time of season, course-type, sailing area, vessel age, type and size (within reason – not exactly), and items included in the booking price.

3). We will not price-match competitors special offers or discounted rates – only standard tariff prices apply.

4). If accepted, we will offer to match, or better, the price offered to the customer by the relevant competitor(s).

18. ScotSail® ‘No Obligation’ Booking Period

18.1 The ‘No Obligation’ period is the period up until exactly 28 calendar days prior to the original stated or first chosen start-date of your booking (or ScotSail® gift voucher expiry date). It is offered by ScotSail® freely and without obligation. It is offered to allow you additional time to fully assimilate all of your chosen RYA Course / Experience details, costs, pre-requisites, pre-course recommended experience levels, travel arrangements, personal commitments, work-leave entitlements and all the terms and conditions and related documents.

18.2 During this period you may cancel or amend (e.g. change dates) your booking at any time and without giving any reason. You are entitled to receive a full refund of any and all monies paid, including any relevant credit card charges. This is because all monies paid in advance are held into a Client Money Refundable Holding Account. You agree that such payments remain entirely your property up until the end of the 'No Obligation' Booking Period.

18.3 You agree that when this period ends, all monies paid become the sole property of ScotSail® and that you cannot cancel or amend your booking, and receive any refund or replacement course date or product for any reason, including (but not limited to); changes to work-leave entitlement or child-care arrangements, illness, serious illness or injury (applies to you or any third party or family-member), bereavement, natural disaster, strikes, conflict, flooding or inclement weather, failure by third parties, travel restrictions / failures or any other factor.

18.4 In the case of multi-date bookings (e.g. courses over separate weekends or separated days), the date of the first start-date serves as the reference date for determining the 'No Obligation' Booking Period – there is not separate 'No Obligation' Booking Periods for each separate date or weekend which makes up part of the same booking or course (or continuation thereof). Specifically courses which are taken in the '3 x Weekends' format count as one single booking, and therefore the 'No Obligation' Booking Period for the entire booking is calculated from the start-date of the first weekend.

18.5 ScotSail® strongly recommends that all customers purchase appropriate third-party cancellation insurance to cover such eventualities.

19. Gift Vouchers

19.1 Gift-Voucher holders are bound by these same terms and conditions and may only redeem their gift voucher if they read, understand, accept and agree to all the terms and conditions. You agree that any Gift Vouchers purchased prior to 1st January 2013 are not refundable, under any circumstances.

19.2 Unless stated otherwise on the original invoice document (not the actual voucher), Gift Vouchers are valid only for a period not exceeding 12 calendar months, the day of purchase, unless otherwise stated on the booking confirmation / invoice document (not the actual voucher).

19.3 Gift Vouchers may (or may not) specify an actual product type – this is strictly indicative only of one product type that the said voucher may be redeemed against, based on the pricing structure at the time of purchase and what the original voucher purchaser has asked to be put on the voucher (i.e. their recommendation to you based on their personal knowledge of you, if any).

19.4 All Gift Vouchers have a specific value attached to them, which is stated on the original invoice document and is no greater than the original purchased price we received for the voucher. The value of the voucher may be used against any products or services offered directly by the Company.

19.5 Unused or unclaimed gift vouchers may, at our discretion, be extended in increments of 1 calendar month - in extremely exceptional circumstances (e.g. close bereavement or serious illness, accompanied by a signed letter from a named professional involved in the circumstances verifying the situation). For this to happen such a request must be made, in writing (e-mail is acceptable provided an actual human response / acknowledgement is provided by us) at least 28 calendar days prior to the original expiry date of the voucher. Extension requests made after 28 calendar days prior to the original expiry date cannot be considered – for any reason whatsoever.

19.6 Any unused or unclaimed gift vouchers will, upon expiry, automatically become null and void and any monies paid to ScotSail® for the voucher shall be retained by the Company with no liability or refund to the original purchaser, voucher-holder or any other person whatsoever.

19.7 Gift Vouchers have no alternative cash value available to the holder or recipient. We will only deal with the original purchaser in matters relating to purchase, finance or refund (if eligible) of gift vouchers.

19.8 Gift Vouchers may be transferred to any third-party, with the prior express written agreement of ScotSail®.

19.9 In the case whereby gift voucher holders are subject to cancellation or postponement by ScotSail®, there can be no refund in any circumstances – only alternative course dates / provision may be made to the voucher-holder (or original purchaser). Procedures and terms for cancellation / postponements by ScotSail® are also dealt with elsewhere in these terms and conditions.

20. WebDeals™, Special Offers, Discounts & Promotions

20.1 All customers must accept and agree that different customers may pay different amounts for the same course-date, booking, product or service. It is our normal practice that different prices and/or discounts are offered to different customers, according to when and how they book (e.g. websites, phone, boat-show, special offer in magazine or on a social network etc).

20.2 WebDeals™, Special Offers, Discounts and Promotions are offered freely and without obligation, and may be withdrawn at any time, without notice and without any reason given. They cannot be used in conjunction with any other offer or discount, unless otherwise specifically stated. On occasion, multiple different offers may be available for the exact same course-date, booking, product or service – but we will always tell you what the best available deal or price is, so that you can make an informed choice.

20.3 WebDeals™ are special-offers, and you will be told that any booking you are making is a WebDeal™ at the time of booking, verbally and/or in your booking confirmation / invoice document. A WebDeal™ is a special booking that is offered at a discounted rate because it is either a cancellation or extra-availability space. WebDeals™ should be paid in full at the time of booking, unless stated otherwise on your booking confirmation / invoice document.

21. Own-Boat Instruction / Skippering Services

21.1 We may carry out formal RYA or informal non-RYA tuition on your own vessel, subject to the vessel being suitably equipped, safe and fully comprehensibly insured for the relevant activities. It is your responsibility to ensure that this is the case and you agree to hold harmless ScotSail® and any employee, agent, contractor or other such person operating in connection with own-boat tuition, instructional or administrative duties in the event of any failure of equipment or insurance.

21.2 In some cases where we are contacted for own-boat tuition services we may, at our discretion, allow you to deal directly with self-employed RYA Course Instructors. In such cases we have no liability whatsoever in respect of any activities or transactions carried out between yourself and any third-parties.

21.3 We do not specifically recommend any particular RYA Course-Instructor or other person, not warrant their suitability or qualification-status. They will not operate under our RYA Training Centre or insurance if you are dealing directly with a third-party and it is your sole responsibility to carry out any and all diligence in respect of making any private arrangements directly with third parties.

22. Your Right To Cancel, Changing Your Booking, Refunds & Cancellation Procedure

22.1 You have an absolute right to cancel or amend (change dates of) your booking (amendments subject to availability) up until exactly 28 calendar days prior to the original stated or first chosen start-date of your booking, or original expiry-date of any ScotSail® gift voucher (purchased from 1st Jan 2013) – you do not have to provide any reason or explanation.

22.2 In this event you are entitled to a full refund of all monies paid towards your specific course-date, booking, product or service, including any transaction fees or delivery charges. Please allow up to 28 working days for us to process your refund, but in most cases this will be much sooner (3-5 working days). We will not be held liable if we are unable to meet the 28-day period as a result of action or inaction beyond our reasonable control (i.e. bank strikes / equipment failure etc). Refunds will be made only to the same payee or bank account / payment card that the original payment was made from.

22.3 Some products or services are specifically excluded from the cancellation, return and refund policy, and these include all books, DVDs, CD-ROMs, software, online access and other such consumable items, unless they are returned unused and unopened in the original sealed packaging. In the case of online access products, our records must show that you have not accessed the materials in order to be entitled to a refund.

22.4 You accept and agree that, within the period of exactly 28 calendar days prior to the original stated or first chosen start-date of your booking, or original expiry-date of any ScotSail® gift voucher, you cannot cancel or amend your booking, or receive any refund or replacement course date or product for any reason, including (but not limited to); changes to work-leave entitlement or child-care arrangements, illness, serious illness or injury (applies to you or any third party or family-member), bereavement, natural disaster, strikes, conflict, flooding or inclement weather, failure by third parties, travel restrictions / failures or any other factor. ScotSail® recommends that all customers purchase third-party cancellation insurance.

22.5 In the case of multi-date bookings (e.g. courses over separate weekends or separated days), the date of the first start-date serves as the reference date for determining the cancellation entitlement period – there are not separate periods for each separate date or weekend which makes up part of the same booking or course (or continuation thereof). For example, courses which are taken in the '3 x Weekends' format count as one single booking, and therefore the cancellation entitlement period for the entire booking is calculated from the start-date of the first weekend – even if dates for the subsequent weekends or other attendance dates have not yet been chosen.

22.6 For this to happen such a request must be made, in writing (e-mail is acceptable provided an actual human response / acknowledgement is provided by us) at least 28 calendar days prior to the original expiry date of the voucher.

22.7 Notice of cancellations, amendments, refund requests or any other requests relating to your booking MUST be received, in writing, by ScotSail® at least 28 calendar days prior to the original stated or first chosen start-date of your booking, or original gift-voucher expiry-date. E-mail and mailed letter shall be an acceptable method of communicating such a request provided that an actual human response / acknowledgement is provided by us. Telephone calls and visiting in person at a pre-arranged date and time. It is your responsibility to ensure that we have received such notice correctly, and that you have received an acknowledgement of such – you should always ask for a reference code relating to such a request. Reference codes will be similar in format to: "AB123456".

Any requests for cancellations, amendments or refunds made within the specified 28-day period will not be accepted for any reason.

22.8 If you wish to cancel or amend (change dates of) your booking within the 28-day cancellation entitlement period, then you may request this, but we shall not be obliged to fulfil or facilitate this request, nor will you be entitled to any refund or option of receiving a different course-date, booking, product or service in lieu of the one you wish to cancel or amend.

22.9 In this event, and if you so request it, we shall endeavour to locate another party to take the course / experience place in your stead, and pay to us the fee that is equal or greater to the amount paid by you. If we receive more for the replacement booking than the fee that was originally paid to us by you (the original attendee/payee), you will not be entitled to receive the excess as a refund, credit or other benefit.

22.10 We may discount the space (at our discretion) to encourage other persons to book your space and pay the fee – in that event you may move dates (but you will not be offered any refund under any circumstances).

22.11 If we discount the space, but you later decide that you would rather continue with your booking as originally intended, you may not receive any further discount offered by us to encourage a replacement booking, as a refund, credit or other benefit.

22.12 In addition, the person taking advantage of any spaces discounted as a result of our efforts to assist you in replacing your booking may not be a family-member, work-colleague, friend, employee or other person with any connections with you – they must pay at least the same amount that you paid, or you may elect to pay to us the difference between your original course-fee and the discounted space(s) offered by us and taken advantage of by the person(s) with a connection to you.

22.13 If we subsequently discover that any discounts we offered in good faith were taken advantage of in this fashion, we reserve the right to bill you (the new attendee/payee) the total amount of the difference with immediate payment terms – you hereby agree to pay this amount upon presentation of our invoice document.

23. When We May Cancel or Amend Your Booking

23.1 You shall be entitled to a 100% refund, including any transaction or delivery charges (if applicable) if we have to cancel or postpone your course / experience prior to your arrival due to any failure from: technical, mechanical, electrical, staffing or manning levels, illness or injury, regulatory and legal, insurance, vessel coding, unavailability of stock or materials, over-booking, under-booking or any act of authority preventing or inhibiting the performance of our service to you.

23.2 If after your arrival and a period of delay not exceeding 24 hours has elapsed, we cannot commence service provision due to factors listed in the previous paragraph, we shall be entitled to cancel the course / experience or other service provision and offer you a full refund, including any transaction or delivery charges (if applicable), or another suitable course / experience date – you may select whichever option you would prefer (either a refund or another course / experience date).

23.4 In the case of any cancellations or postponements you agree and accept that no additional compensation or re-imburement of expenses (e.g. travel, accommodation, loss-of-earnings, inconvenience etc.) will be paid in this event – even if you have made specific arrangements and incurred other costs solely to attend your chosen booking (e.g. flights or train tickets, other travel, incidental accommodation, changes to personal and work commitments, childcare etc).

23.5 In all cases, the limit of our liability to you (or your payee), shall be the original amount paid to us in respect of the specific course / experience occurrence in question – circumstances in which you (or your payee) are entitled to a refund are set out in these terms. ScotSail® recommends that all customers purchase third-party cancellation insurance to cover such eventualities.

23.6 If you have other bookings or course / experience dates booked with us, even as part of a 'package' you shall not be entitled to receive a refund for these such elements that have not been directly affected by a cancellation, postponement or delay.

23.7 You agree and accept that the activities and services that we offer are highly susceptible to changes, cancellations and/or postponements caused by various factors, including (but not limited to): weather / meteorological / safety, technical, mechanical, electrical, staffing or manning levels, illness or injury, regulatory and legal, insurance, vessel coding, unavailability of stock or materials, over-booking, under-booking or any act of authority preventing or inhibiting the performance of our service to you.

23.8 You specifically agree that when you make a booking for any particular date(s), that these dates are a first-choice only, irrespective of any personal or other circumstances limiting you to these dates, or despite any statements about your personal availability you may make during the booking process.

23.9 We will endeavour to fulfil your course or experience booking on these requested dates, but if we are unable to do so for weather / meteorological factors beyond our control, then you agree that you will not be eligible for a refund, but that you may select new dates to allow us to fulfil the course or experience booking. The exception to this shall be when you have suffered consecutively two such cancellations already, in which case you shall be entitled to a full refund, including any transaction or delivery charges (if applicable) incurred.

23.10 There is a fair and reasonable reason for the specific exclusion from the refund policy of cancellations or postponements arising from weather / meteorological factors (as decided solely by the RYA Recognised Training Centre Principal): that is to say that no attendee or payee shall be entitled to any refund or compensation as a result of a cancellation, postponement or delay due to inclement or unsafe weather / marine conditions.

23.11 This is because that if it were the case that customers were entitled to a refund under these circumstances, there could be said to be a potential financial or commercial incentive, for ScotSail® to allow the course / experience to proceed in potentially unsafe circumstances.

23.12 We do not believe that financial considerations have any place in the decision-making process whereby safety of life at sea is concerned, and, as such we will not issue refunds or compensation whereby cancellations or postponements must be made due to inclement or unsafe weather / marine conditions – customers will be offered an alternative course / experience date or product. You agree and accept this term absolutely and accept that there will be absolutely no exceptions to this rule, save for the circumstances set out in the following two paragraphs:

23.13 Where we are unable to offer any other dates for the same course / experience type and format within 28 calendar days (irrespective of the customers own availability) from the original start-date of the specific course-date (or individual three-weekend course element/date), we will offer a full refund including any transaction fees or delivery charges (if applicable).

23.14 In addition, if a customer has experienced consecutively two such cancellations / postponements then they will also be entitled to a full refund including any transaction fees or delivery charges (if applicable).

23.15 You agree and accept that we may cancel your booking at any time and for any reason. This is highly unlikely, but may occur for reasons including (but not limited to): weather / meteorological / safety, technical, mechanical, electrical, staffing or manning levels, illness or injury, regulatory and legal, insurance, vessel coding, unavailability of stock or materials, over-booking, under-booking or any act of authority preventing or inhibiting the performance of our service to you.

23.16 In this event no compensation or re-imbusement of expenses (e.g. travel, accommodation, loss-of-earnings, inconvenience etc.) will be paid – even if you have made specific arrangements and incurred other costs solely to attend your chosen booking (e.g. flights or train tickets, other travel, incidental accommodation, changes to personal and work commitments etc.)

23.17 In any event the maximum limit of our liability will only be the total sum of the price paid, including any transaction fees or delivery charges (if applicable).

23.18 If we cancel your booking during the course or experience (for a non-weather / meteorological / marine safety reason), you will be offered an alternative date for completion, or a pro-rata refund for the portion of the course / experience / service you have not received.

23.19 You agree that it is your responsibility to contact ScotSail® at least 7 calendar days prior to your course / experience date (or prior to you travelling), to check the status of your booking. You agree that it is your responsibility to ensure that you are contactable (and that we have the correct and appropriate telephone / mobile-phone / e-mail contact details) within the period of 7-days leading up to the start-date of your course / experience date – especially on the actual start-date and period immediately prior the stated or agreed check-in / arrival time.

23.20 Cancellations / postponements can occur at any time and we are not responsible if you arrive for a course / experience that has been subject to a cancellation or postponement. We strongly recommend that you supply us with a valid mobile-telephone number that we can reach you one, and that you verify that it is the correct one that we hold.

24. Special Requests & Booking Preferences

24.1 You may specify certain special requests during the booking process e.g. being placed on-board specific vessels, being with specific Course-Instructors, being in specific cabins or accommodation areas or layouts, being placed with other customers, to visit specific locations or areas, to be taught or experience specific topics not contained within our product descriptions or RYA Course Syllabi or other custom special requests.

24.2 We will endeavour to fulfil all such requests, but we cannot guarantee this and you agree and accept that we are under no obligation whatsoever to do so, and we accept no liability whatsoever from our failure to fulfil any such custom requests. Not fulfilling such a special request shall not be grounds to cancel or amend your booking or request a refund or compensation.

24.3 We agree to provide only the basic service as detailed in your invoice document, for the agreed price. Details of custom / special requests may appear separately on your invoice document to show that we have noted your request – but it is a voluntary request only and does not form part of the agreed service provisions / product.

25. Photographs, Video, Testimonials, Comments & the Media

25.1 Unless you (including parents/guardians of under-18's) specifically opt-out, in writing, and prior to the commencement of your RYA Training Course / Experience, you agree that your image(s) and or name(s) may be freely recorded and used by ScotSail® as part of our usual marketing and advertising activities in local, national, international publications and campaigns through means of any media, including (but not limited to): printed press, magazines, brochures, leaflets, editorial / advertorial, broadcast television, broadcast radio, internet websites, social networks, corporate and online videos and billboards / posters.

25.2 You agree that you will not be eligible to receive any compensation or royalties in respect of any such use of your image(s) or name(s), and that the same may be subject to editing or enhancement for the purposes of efficient use.

25.3 Unless you specifically opt-out, in writing, and prior to the commencement of your RYA Training Course / Experience, you agree that any still photographs and/or video-recordings captured by you whose content relates primarily to your participation in and engagement with products or services supplied by or through ScotSail®, and where you have made the same available to ScotSail® or through any other publicly available means (e.g. photo/video sharing website), may be used by ScotSail® as part of our usual marketing and advertising activities in local, national, international publications and campaigns through means of any media, including (but not limited to): printed press, magazines, brochures, leaflets, editorial / advertorial, broadcast television, broadcast radio, internet websites, social networks, corporate and online videos and billboards / posters.

25.4 You agree that you will not be eligible to receive any compensation or royalties in respect of any such use of still photographs and/or video recordings, and that the same may be subject to editing or enhancement for the purposes of efficient use.

25.5 Unless you specifically opt-out, in writing, and prior to the commencement of your RYA Training Course / Experience, you agree that any comments or indications made publically (either recorded or written), including written comments made on our Customer Experience Improvement Program sheet ("feedback form"), may be used by ScotSail® as part of our usual marketing and advertising activities in local, national, international publications and campaigns through means of any media, including (but not limited to): printed press, magazines, brochures, leaflets, editorial / advertorial, broadcast television, broadcast radio, internet websites, social networks, corporate and online videos and billboards / posters.

25.6 You agree that you will not be eligible to receive any compensation or royalties in respect of any such use of comments or indications, and that the same may be subject to reasonable editing or abridging for the purposes of efficient use (without fundamentally changing the core nature of the comments).

25.7 At no time, either before, during or after your course / experience with ScotSail® may you make any comment or statement, purporting to be for or on behalf of ScotSail®, in any media or through any means whatsoever.

26. Website Content, Images & Media Rights

26.1 Websites, brochures, leaflets and social networks etc. operated by or for ScotSail® may contain different images, audio, videos, graphics or technical features / software. No images may be taken, copied, used, downloaded, captured, transmitted, broadcast or stored from any ScotSail® resource as aforementioned without our prior and express written consent.

26.2 Images and/or video may be displayed on our websites, but ScotSail® is not responsible for any user-generated content, or content hosted on external domains out-with our control. Specifically the content of videos or images uploaded to social networks or video-sharing sites by members of the public, previous customers, fans or social network 'followers' are not our responsibility. Such content may be displayed on our websites, or on any other website to showcase such works, but we are not responsible for its' creation, editing or content.

27. Boat Charter, Boat Insurance, Chandlery, Online-Shop, Referrals & Affiliate Schemes

27.1 There are a number of products (goods and/or other services) offered for sale/hire/charter on our website(s) are advertised on behalf of third-party retailers. ScotSail® accepts no liability whatsoever in respect of accuracy of any information presented, or any liability whatsoever arising from the purchase or use of any products purchased from third-party retailers. ScotSail® (and websites operated by or on behalf of us) act as affiliate advertiser only and is not responsible for order fulfilment.

27.2 ScotSail® may receive a commission based on the value of any products sold as a result of 'clicking-through' to a third-party retailers' website, or as a result of our referral (through any other means) of your custom to another provider. All product details, including price, vat, delivery and returns policies and terms and conditions should be fully checked and accepted prior to making any purchases from third-party retailer and/or their websites.

27.3 We do not recommend specifically any retailer or provider of any services (including insurance and/or financial services), and you should always carry out your own diligence before entering into any agreement with any third-party retailer or service provider.

27.4 In addition to the above, it may be possible for customers to enquire directly about bareboat charter or new/used sales through our websites or in-person.

27.5 ScotSail® does not provide bareboat charter or new/used sales services directly, but may be able to allow you to view such details on our websites, and refer you to deal directly with a provider that can fulfil your requirements.

27.8 ScotSail® (including individual employees, servants, agents or contractors), may receive a commission or other benefit from such a referral.

27.9 You should always carry out your own diligence before entering into any agreement with any third-party retailer or service provider, and ScotSail® (including individual employees, servants, agents or contractors) are not liable or responsible in any way for any transactions that you conduct with any third-parties.

28. Data Protection Policy, ICO Registration & How We Use Your Information

28.1 ScotSail® is a Registered and Notified Data Controller on the Data Protection Register maintained by the U.K. Information Commissioners Office (ICO). Our Registration Number is Z3070013, and you can verify our registration status on the ICO website by clicking onto <http://www.ico.gov.uk/ESDWebPages/Search.asp> and entering our registration number (Z3070013), or simply 'ScotSail®' into the registry search system.

28.2 We store and process information for five stated purposes according to the Data Protection Register: Staff Administration, Advertising, Marking & Public Relations, Accounts & Records, Education & Consultancy and Advisory Services. Further details on each one of these stated purposes is available on the ICO website.

28.3 All information is held, stored and processed according to the principles and directions as set out in the Data Protection Act (1998).

28.4 You are entitled to request and receive a copy and full disclosure of all data we hold on file for you at any time.

28.5 We are entitled to charge you a small administration fee in order to facilitate this (£10.00) – in most cases where such a request is made we will not make any charge for this service, however, we reserve the right to do so if we feel it is necessary to reduce or extinguish any administration or printing / postage costs incurred by us in the performance of this duty.

29. Trademarks & Intellectual Property

29.1 The 'ScotSail®' word and device / logo are subject to two officially registered trademarks, as registered by the U.K. Intellectual Property Office (IPO). Our Registered Trademark Numbers are 2611046 and 2612256, and you can verify the registration status of these marks by clicking onto <http://www.ipo.gov.uk/types/tm/t-os/t-find/t-find-adp?propnum=1010613001>

29.2 Under no circumstances may any third party use the 'ScotSail®' word and device / logo without our prior and express written consent, giving you a legal licence to do so. At present we have issued no such consents or licences to any third party, and consequently any use of these marks is likely to be a legal infringement of our trademark rights. Please click onto <http://www.ipo.gov.uk/types/tm/t-other/t-infringe.htm> to read more information.

29.3 If you are found to be infringing our trademark rights, the basis for the legal assessment of damages is set out online at <http://www.legislation.gov.uk/uksi/2006/1028/regulation/3/made>

29.4 A mark does not have to be registered in order to be a 'trademark', nor for it to be infringed; for example the word 'ScotSail®' has been in use (by the owners of ScotSail®) since the 1990's – well before it was officially registered. We have a number of other words and brands which are also trademarks, including (but not limited to): StudyFlex™ and HomeStudy™. These trademarks relate to the provision and delivery styles of RYA-Recognised Shorebased Navigation Courses.

29.5 Other words and devices / logos used on our websites / literature / signage, which may be subject to trademark registration from third-parties include: RYA®, Yachtmaster® and the LearnDirect Scotland and Skills Development Scotland (SDS) devices / logos. Such usage is officially granted to us as part of the terms of our relationship with these organisations.

30. VAT & Company Registration Details

30.1 ScotSail® (ScotSail® Training Limited) is a Private Limited Company Registered in Scotland. Our Companies House Registration Number is SC259916, and you can verify our registration status by clicking onto:

<http://wck2.companieshouse.gov.uk/5a2366fetc072bdba5a0ae1d5963d394/compdetails>

30.2 Our registered company address (for business and accounting purposes) is: Radleigh House, 1 Golf Road, Clarkston, Glasgow, G76 7HU. Our main trading address and offices (where you can visit or contact us) is: Largs Yacht Haven, Irvine Road, Largs, North Ayrshire, KA30 8EZ.

30.3 ScotSail® (ScotSail® Training Limited) is registered with HMRC for VAT purposes. Our VAT Registration Number is 847920888, and you can verify our registration status by clicking onto http://ec.europa.eu/taxation_customs/vies/vatRequest.html and selecting the Member State (GB-United Kingdom) from the first drop-down box, entering our VAT Registration Number (847920888), into the second input-box on the online search system and then by clicking 'Verify'.

31. Skills Development Scotland & ILA Scotland Approved Learning Provider Status

31.1 ScotSail® (1st ScotSail® Training Limited) is a Skills Development Scotland / ILA Scotland Approved Learning Provider. You can verify our status by clicking onto <http://www.ilascotland.org.uk/Userful+Links/Provider+Links.htm> .

31.2 There are over 450 Approved Learning Providers in Scotland, and we are the second provider down on the list, as at the link provided above.

31.3 Further information about what this means and how you can obtain an ILA (Individual Learner Account), and what courses you can use it for is available online, at: www.ilascotland.org.uk , <http://www.myworldofwork.co.uk> and <http://www.skillsdevelopmentscotland.co.uk>

32. Security, CCTV, Audio & Telephone Call Recording

32.1 All customers are advised that we may be recording and/or monitoring images and/or audio on all public areas of our premises for training, monitoring, crime prevention and investigation purposes.

32.2 We are under no obligation to do so, or to make the recordings available to you, unless by an act of authority.

32.3 Some of our facilities are fitted with remote pan/tilt/zoom cameras with real-time visual/audio monitoring and recording capabilities.

32.4 This equipment is not always active or being monitored or recording, and it is used primarily as an aid to monitor our facilities, the number of persons using them at any one time to help us manage our operations safely and efficiently.

32.5 We also use this equipment to record and monitor some teaching sessions to ensure that you get the best possible service. In addition, we may record or 'stream' some classroom teaching or centre-activities, or broadcast / upload to our website for use as training aids on our website.

32.6 Prominent signs will be visible and present at the entrances to facilities where such recording and monitoring is (or may be) undertaken, with details of who controls the CCTV scheme – in all cases relating to schemes and systems controlled by us it is ScotSail®. In order to access our premises you may also be subject to CCTV monitoring operated and/or controlled by other persons / entities (e.g. Largs Yacht Haven) – we take no responsibility for such third-party controlled schemes.

32.7 We respect our customers' privacy and we will not use this facility if you tell us (either verbally or in writing) that you do not wish to be recorded or monitored for use in our teaching aids. We will continue to record and monitor images for the other purposes aforementioned, including crime prevention and investigation purposes.

32.8 Some or all inbound and outbound telephone calls may be recorded for internal training, monitoring and quality-assurance purposes.

33. Website Terms of Use & Privacy Policy

33.1 Use, including submitting personal data using website systems, of any websites and/or online applications operated by or for and on behalf of ScotSail® are subject to our Terms of Use and Privacy Policy, which should be fully read and accepted. The complete policy is available to view, download, save or print by [Clicking Here](#).

33.2 If you do not accept this policy you must immediately discontinue all use of our websites and/or online applications operated by or for and on behalf of ScotSail®.

34. Injuries, Damages & Major Incidents

34.1 You agree and accept that many of the services and training courses we provide can present an element of danger, physical injury, damage, loss or even death. Although even minor injuries are extremely rare, and we have never had any customer experience a major or lasting injury, or death, you accept that your participating in such activities is completely voluntary, and that you accept these risks. You agree to hold us harmless (including our employees, servants, agents, contractors etc) in the event that you incur any such injury – unless in the case of our proven negligence.

34.2 It is a possibility that your personal belongings may be lost, damaged or stolen during the course of your participating on a ScotSail® RYA Training Course or Experience. You agree and accept that we cannot take any responsibility for such loss(es) or damage(s), and that our insurance will not cover loss or damage to your personal property (e.g. damage to electronic devices / dropping a camera overboard etc). We recommend that all customers purchase appropriate third-party insurance to indemnify you against such eventualities.

34.3 In highly unlikely the event that you are present when another customer(s) is involved in a Major Incident (very serious injury or death), you agree to assist us implement the RYA Major Incident Policy. This is available to view online at:

<http://www.rya.org.uk/sitecollectiondocuments/training/Web%20Documents/RYA%20Training/Training%20centres/General/TRA%20Dealing%20with%20a%20major%20incident.pdf>

We ask for such assistance as to include helping us, and working with the authorities to resolve and investigate the circumstances in which someone came to be injured or killed. In addition, this also includes refraining from making public comments (either verbally or online), or by speaking to the media or identifying the injured or killed person(s) before the next of kin has been officially informed.

35. Complaints Procedure

35.1 If you have a comment, complaint or concern – in the first instance you should raise this privately with your Course Instructor or other member of ScotSail® staff, at the first available opportunity. If you do have such an issue, you must raise it at the time, and not ignore it, or raise it later when nothing can possibly be done to address the issue.

35.2 It is not acceptable under these terms to leave, accept the services provided to you and then subsequently make a complaint afterwards, thereby denying us any reasonable opportunity to resolve the issue directly with you.

35.3 You may elaborate on your complaint afterwards, and in writing or by telephone, but the initial complaint with all the primary points of the complaint must be stated at the centre prior to departure from ScotSail®, so that we have a fair opportunity to fix any mistakes, resolve issues, alleviate any concerns and otherwise address any points of complaint or grievance.

35.4 In the unlikely event of a serious complaint we will follow our Internal Complaints Procedure, and we always aim to address your issue in a timely, professional and fair manner, and offer redress to you where appropriate. In the event that you are still not satisfied, then you can contact the RYA (Royal Yachting Association) if your complaint is specifically in relation to the RYA Training Course Delivery.

35.5 The RYA will only deal with matters relating to RYA Training Course Recognition and Delivery – they will not deal with any complaints relating to general customer service delivery, or any business or financial matters. For further advice relating to such non-RYA matters you can click onto <http://www.adviceguide.org.uk/> . [Click Here to View Our Complaints Process Flow Diagram >](#)

36. Force Majeure

36.1 In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence, or any circumstance whatever beyond the control of 1st ScotSail® Training Ltd including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or any part of it, natural disaster or any act of authority, then 1st ScotSail® Training Ltd shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client.

36.2 The customer shall be liable to pay such part of the price as applicable to that part of the booking which has been performed (if any), and all expenses connected with it, and anything in excess (limited to the fee received) which has already been paid by the customer shall be refunded in accordance with the cancellation policy. 1st ScotSail® Training Ltd determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.

37. Jurisdiction and Disputes

37.1 In the event of any dispute between 1st ScotSail® Training Ltd, its customers or any third party, this agreement shall be governed under Scots Law and in and through the Courts of Scotland.