

U Sail Bermuda Centre Terms and Conditions



Agreement

These 'Terms and Conditions' apply to all activity run at U Sail Bermuda.

By making a booking, you agree to all the stated 'terms and conditions'

For any participant going on the water, it is stated in the waiver and indemnity form that you shall 'comply with these terms and conditions'.

We reserve the right to change and update these terms and conditions as and when deemed necessary.

Definitions

'Booking System' online is where you chose your following item

All booking conditions or contracts or packages are made in English.

Price

All Prices for the rental packages or day rental by the hour, tuition, courses, sailing weeks, holiday sailing, instructor training and further items which displayed on our website are accurate. However, we reserve the right to change the prices from time to time but if you have made a booking and received booking and payment confirmation, the price for that course or rental is guaranteed.

Please note that some activities require a minimum number before it can run.

How to Pay

You can pay by direct bank transfer and cash at centre although this must be done in full at least 7 days prior to the booking date.

Alternative, a deposit can be paid of 50% of the booking amount.

We have a fully integrated booking system which takes card payment to confirm the booking at the time of booking. **(Please see our credit card section in our privacy policy)**

Any rental packages must be paid in full before the first booked rental session.

A hourly or day rental is the only item which can be paid after it has taken place.

If we do not receive the payment by the start date, we may apply the cancellation charges outlined below under section 5.

Photography Release for Media and advertising purposes of U Sail Bermuda

From time to time, we may have authorized contractors or U Sail Bermuda personal taking photos and video for use of advertising purposes only.

If you do not want to be in promotional videos, please let us know by opting out on your booking form and/or waiver and indemnity form.

Any Personal details will not be given out in accordance with our privacy policy. Refer to the privacy policy for more information

Cancellation/ Refund Policy Charges

You may choose to cancel a booking at any time but it is subject to our cancellation/refund charges listed below.

The data of cancellation confirmation is the data that the office at U Sail Bermuda receives it.

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Note: The only exception is if you have taken out insurance and there is a valid cancellation claim or you have an illness or injury with proof of illness or injury confirmed by a medical letter from a Doctor, you may be able to reclaim these unused amounts.

The number of days between the cancellation confirmation and the booking start date.

Note: If you have purchased a rental package, you will not be able to cancel or apply for a refund after you have had one sailing session in your rental boat.

For All Activities:

To cover our unforeseen losses, there is a set scale below for cancellation charges:

More than 30 Days- Just Course Deposit Amount

29 days- 24 days- 50% of Course Fee

23 days- 7 days- 90% of Course Fee

6 days or less- 100% of Course Fee

For Instructor Training and Courses:

To cover our unforeseen losses, we cannot offer any refunds on instructor refresher training or instructor courses.

If you do not pass a pre-entry assessment as part of an instructor course package, this will not be refunded.

Unless, you have a medical notice from a certified doctor confirming that you are physical and mental unfit and unwell to do the course.

For Rental Packages:

All rental packages must be used up within 12 months.

Any change in sailing dates/time can be made up to the start time of the rental session online through your booking account. Anything after the start time has to be agreed by U Sail Bermuda Management.

The rental package itself cannot be refunded after first session has commenced, any day before this is fine, with a 20% of the rental package for cancellation fee.

Swimming Ability

If you are taking part in an activity, you should be able to swim 50 metres in light clothing. Please confirm this on your waiver and indemnity form.

You must at all times be wearing a Buoyance Aid of 50 N or above when on the water.

Medical Details/ Health Declaration

I am aware that sailing is a physical activity and can be strenuous. I declare that to the best of my knowledge I am not suffering from any health condition that causes me to be unfit for sailing, and that I am fit to rent a boat or participate in any instructional sailing course. In an emergency situation which happens during any of U Sail Bermuda's activities, I give permission to qualified first aid U Sail Bermuda staff and volunteers to administer any First Aid treatment or medication, to call the emergency services and give my full permission for any treatment required to be carried out in

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accordance with the qualified medical staff diagnosis.

Please note that U Sail Bermuda management, instructor staff or volunteers which are qualified with a RYA First Aid Certificate or equivalent are not responsible for anything that occurs at any time and therefore cannot be made liable.

- When renting a boat, the charter has full personal liability and responsible for their personal safety, however if we feel it is unsafe to go out sailing then we will let them arrange another date.
- Please make sure you have a mast head float attached and necessary personal safety items.
- We reserve the right to cancel any rental or sailing course if we feel conditions are unsuitable for the given activity.

Participant Release of liability

Please refer to the wavier and indemnity form for adult or under 18 which can be found on our website.

Insurance

- We do hold PLC (Public Liability Cover).
- We also have Third Party Insurance

10. Safety

- At U Sail Bermuda, the safety and security is paramount important in both rental and training environment and have carefully risk assessed and provided necessary safety items.
- We know there is an element of risk during all activities but we have the necessary qualified and trained staff to ensure that it is a safe and carefully organised environment.
- If the weather is unsuitable for a type of activity, we will do our best to run the activity using a different plan or arrange an alternative date.

Sailing Area

The sailing area will be in the waters of Harrington Sound a land locked area of water which is effected by small tidal effects.

On arrival of renting a boat, there will be a rentals sailing area to which you should stay inside as we monitor this with supervised safety cover. This will be area A only. Area B and C will only be available for rental use if an instructor tuition session is afloat.

A appropriately qualified and/or trained personal will give you a rentals briefing and assist you launching and recovering for your session.

If you are taking part in a activity with an instructor, the instructor will give a proper briefing.

Launching/Recovering Area

The launching area will be the public water access point across the street from the U Sail Bermuda Sailing Centre. U Sail Bermuda understands the risk of launching and recovering boats and

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understands there is an element of risk which is why an 'L' Shape Versa Dock Structure has been put in place to aid sailors when launching and recovering boats.

The risks when launching the non foiling and foiling specific boats such as the Waszp is, it does not sail well when not on the foils with the initial start, you might drift downwind faster than expected. This means there is a risk of ending up on a lee shore only when any type of westerly breeze. However, the 'L' Shape Structure is in position that enable you to use it as an aid to get out to deeper water and drop the foils. Making sure you are ready and have enough mainsheet pulled in, that you do not have the Waszp capsized on top of you.

The 'L' Shape should reduce the risk of this occurring, as you can walk the boat out past the danger of drifting into the shore when a westerly.

Confidentiality, Data Protection of Personal Data and Privacy

Personal Data and Payment Details that are entered into our online booking system will be used as described in our 'privacy policy'. Please refer to the policy on our website.

Use of dangerous substances such as drugs or being fully intoxicated

All future instructors enrolling on to our 'Refresher Training' and 'RYA Instructor Training Courses' must comply with the 'RYA Instructor Code of Conduct' which includes being forbidden to use or be under the influence of illegal drugs such as cocaine, heroin or any type of weed.

This applies to all of U Sail Bermuda's activities that are offered as we have a zero-tolerance for the use of illegal drugs.

If any senior staff member or director of the U Sail Bermuda Team catches you doing it or even smelling traces of it, we will contact the Bermuda Sports for drug testing and if results confirm our findings, you will be immediately dismissed from all booked activities at the centre.

Under no circumstances will a refund be given out.

Terms of Multi-Session Packages for Waszp, 29er & 420s and Renting for all sailing boats at centre (laser, rs aero, rs zests, 420s, waszps, 29ers, windsurfing boards)

Terms which apply to all centre boats and windsurfing boards:

- The boats will be allocated at random but if you used a particular boat with us before we will try to keep you with the same boat but this cannot under any circumstances be guaranteed.
- The cost of any damage to the boat or its equipment (sails or parts) will be charged to you by deducting the repair/replacement cost from the charge already paid to go sailing on this charter or any other charter (Except to Foiling Gear as a deposit is required). Any excess will be paid by the hirer. The rental charge must be paid again to reinstate sailing, or if the cost of damage is more of the unused portion of the charter then this excess amount must be paid in full to USB before any further rental booking can be made.

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- Any Damages when the rental is done on an hourly basis will be paid for extra on that day.
- There is to be no smoking, alcohol or the use of drugs while using any boat and/or on the U Sail Bermuda Property.
- The rental shall be properly rinsed , cared for and a water hose provided allowing the boat to be washed, de-rigged and left in tidy condition with the cover on in its allocated space at the 'U Sail Bermuda' training location.
- There will be no changes made to any of the boats unless spoken to the U Sail Bermuda onsite duty manager on any given day.
- Boat must not at any time leave the waters of Harrington Sound unless you have special written permission from USB.
- The use of the rental/charter boat may be withdrawn if the sailor breaks any of the conditions of the charter or handles the boat in a inappropriate manner likely to cause damage to the boat or others.
- You must at all times while afloat be wearing a lifejacket/Buoyance Aid at least with 50 Newtons.
- U Sail Bermuda shall be the judge to all matters including costs, repairs and replacements; to this or any other charter from USB including postponement of a session or withdraw of a boat from rental from any reason what so ever including inclement weather or sailing ability of those renting. On any training program course, we will do our best to make sure the course is delivered on the day originally set, however due to inclement weather we will do our

best to make up the time lost on the water. A refund will not be given.

Waszps Foiling Winged Boat Specific Terms:

- U Sail Bermuda (USB) has 4 Waszps which are available for rental.
- As above, no changes are to be made to the boat but we understand on the Waszp, you can make some adjustments but they must be made in the U Sail Bermuda Training Location Only. Anything part that you lose will be treat the same way as damage in the above bullet point and any excess can be paid by card.

29er Boat Specific Terms:

- U Sail Bermuda (USB) has 5 29ers which are available for rental.
- One quick release hook trapeze harness is included in the package but you must be wearing a lifejacket over the top. Also, if the red button is pushed because of an entrapment when capsized, the hook will not be charged for but if you lose it because you were misusing then it will be deducted/ charged to your card and we will need your card again for payment. Under this circumstance, cash will be allowed.
- It is compulsory that one person on the 29er carries a safety knife that if someone becomes trapped can cut them lose. The safety knife is recommended not to have a sharp tip and be one that can be locked into place. You will be given one with your rental but it must be returned each time you finish

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sailing. Or if you want your own you can buy a Gill Safety Knife from U Sail Bermuda but If you lose the knife while sailing, you will be asked to pay for this cost at the facility preferable by card but under this circumstance we will accept cash.

- Mast Head Floats must be used while sailing, so please refer to 'Mast Head Float and Entrapment Policy'

420 Boat Specific Terms:

- U Sail Bermuda (USB) has 6 420s which are available for rental.
- Mast Head Floats must be used while sailing, so please refer to 'Mast Head Float and Entrapment Policy'