

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 these 'terms and conditions'.

Every booking has a 'lead booker' where all email correspondence will be sent to and it is their responsibility to communicate to all participants on the same booking.

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 choose your 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 additional items which displayed on our website are accurate at the time of publishing. 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 be run.

How to Pay

You can pay by card through our online booking system or virtual terminal and where applicable a direct bank transfer although this must be done in full at least 7 days prior to the booking date.

A deposit of 50% of the final course amount is taken to confirm the space on the course when more than 7 days out.

We have a fully integrated booking system which takes card payments 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.

An 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 under the cancellations section.

Photography Release for Media and advertising purposes of U Sail Bermuda

From time to time, we may have authorized contractors or U Sail Bermuda personnel 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.

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Coronavirus (covid-19) Temporary Amendments 1st March 2020 until further notice

We have the right to remove these temporary coronavirus terms and condition and procedure amendments at any time in the future.

Please note that U Sail Bermuda has taken every reasonable action to reduce the risk of coronavirus (covid-19) infection but there remains a small degree of risk

The full booking amount does not need to be paid until 6 days before the start day of course.

Should you not feel comfortable with coming to the centre, a gift voucher can be issued from 1 year of date before it expires.

Anyone who displays coronavirus symptoms including persons from the same household will be refused entry to the centre and a gift voucher will be issued which can be used for future bookings for the amount paid. There is no admin charge for this.

Refunds maybe given depending on individual circumstances but a transaction charge of \$15 and admin fee of 10% of the booking total will apply.

Please refer to our coronavirus (covid-19) procedure at <https://usailbda.com/Covid-19%20Procedures/>

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 date that the office at U Sail Bermuda receives it.

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 will determine the refund amount- see below.

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.

Any inclement weather will not necessarily result in a refund or make up of the session. It will be at the discretion of the U Sail Bermuda senior management team. We do our best to have alternative lesson plans for the session.

For All Activities:

To cover our unforeseen losses due cancellation, 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:

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To cover our unforeseen losses due to cancellation, 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 doctor confirming that you are physically or mentally 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. This can be made by calling the centre or sending us an email to Hello@usailbda.com.

The rental package itself cannot be refunded after the first session has commenced, any day before this is fine, with a 50% cancellation of the rental session package.

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 unless windsurfing when wearing a harness.

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 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.

Participant Release of liability

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

Insurance

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

Safety

- At U Sail Bermuda, the safety and security is of paramount importance in both rental and training environment and we have carefully risk assessed our operations and provided necessary safety items.
- We have the necessary qualified and trained staff to ensure that it

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is a safe and carefully organised environment and minimise risk.

- 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.
- When renting a boat, the charter has full personal liability and responsibility for their personal safety, however if we feel it is unsafe to go out sailing then we will 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.

Sailing Area

The sailing area will be in the waters of Harrington Sound, a land locked area of water which is affected by small tide.

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

An appropriately qualified and/or trained personnel will give you a rental briefing and assist you with launching and recovering for your session.

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

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

The risks when launching foiling boats such as the Waszp, should be recognised. You might start to drift downwind faster than expected. This means there is a risk of ending up on a lee shore. However, the 'L' Shape Structure is in position that enables you to use it as an aid to get out to deeper water and start foiling.

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

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If any senior staff member or director of the U Sail Bermuda Team has reason to believe that illegal drugs are or have been in use, you will be immediately dismissed from the course and future courses.

Under no circumstances will a refund be granted.

Terms of Multi-Session Hire Packages for Waszp, 29er & C420s and Renting for all sailing boats at the centre (Laser, RS Aero, RS Zests, C420s, 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 multi session hire package (Except to Foiling Gear as a deposit is required). Any excess damage 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 hire then this excess amount must be paid in full to USB before any further rental booking can be made.
- Any Damages when the rental is done on an hourly basis will be paid by an extra payment 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.

- There will be no changes made to any of the boats without permission of the U Sail Bermuda duty manager.
- 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 an inappropriate manner likely to cause damage to the boat or others.
- You must at all times while afloat be wearing a buoyancy aid of at least 50 Newtons unless windsurfing with a harness.
- U Sail Bermuda shall be the judge of all matters including costs, repairs and replacements; to any boat from USB including postponement of a session or withdrawal of a boat from rental for any reason whatsoever 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 major changes are to be made to the boat but we understand on the Waszp, you can make some fine tune adjustments. Any part that you lose will be treated the same way as damage

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in the above bullet points 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 for each boat but you must be wearing a buoyancy aid over the top. The quick release hook is used for emergency release only such as entrapment. If the quick release hook is lost under any other circumstances, then the sailor will be charged for its replacement.
- It is compulsory that each person on the 29er carries a safety knife so that if someone becomes entrapped they can be cut loose. The safety knife is recommended not to have a sharp tip and be one that can be locked into place. You will be given them with your rental but it must be returned each time you finish sailing. If you lose the knife while sailing, you will pay for the cost at the centre by card.
- Mast Head Floats must be used while sailing, so please refer to 'Mast Head Float and Entrapment Policy'

C420 Boat Specific Terms:

- U Sail Bermuda (USB) has 6 C420s which are available for rental.
- Mast Head Floats must be used while sailing, so please refer to 'Mast Head Float and Entrapment Policy'