

Agreement

These 'Terms and Conditions' apply to all activity run at U Sail Harrington Sound Centre operated by U Sail Bermuda and U Sail Castle Harbour is a trade name for U Sail Watersports which is at Rosewood Watersports Centre is operated by U Sail Watersports Ltd trading as U Sail Castle Harbour under a concession granted by RWTP Hotel Limited.

By making a booking either by walk-in, telephone or online booking, you automatically 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

'Lead Booker' Must be over 18 to make a booking on behalf of family booking or group booking. They have a responsibility for corresponding with the participants (guests) under the booking.

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 Checkfront booking system depending on centre 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 of participants before it can be run.

How to Pay

You can pay by card through our online booking system or virtual terminal at the centre and where applicable a direct bank transfer although this must be done in full at least 7 days prior to the booking date at Harrington Sound and for Castle harbour where not club members or hotel guests.

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

For Rosewood Watersports Centre operated by U Sail Watersports Ltd trading as U Sail Castle Harbour under a concession granted by RWTP Hotel Limited, the following applies:

Once the booking is in our system and you have received a confirmation email which we have a recorded log of this, you are bound by this whole agreement.

For Club Members:

For club members charging to their account, they will either complete their booking through the customer portal of our Checkfront booking system where they will agree to our terms & conditions including it being charged to their member account to qualify for the 10% discount. If Booking is made from the staff side, the terms and conditions automatically apply for the activity booked.

Terms and Conditions

Once they have completed the booking process, it will be verified by us to ensure they are a club member. Once they are verified by U Sail Castle Harbour team with the list provided by Rosewood Tucker's Point, the status of the booking will be changed from 'PENDING' to Member TP (Tucker's Point) Charge. At this point, the customer will receive a copy and it is charged into the Jonas Tucker's Point Accounting system at the start of the activity or no more than 6 days before.

For Hotel Guests:

For Hotel Guests charging to their rooms, they will either complete this by making a booking through our customer portal of our Checkfront where they agree to the terms & conditions including it being charged to their hotel room. If Booking is made from the staff side, the terms and conditions automatically apply for that the activity booked. Once booking is made, it is 'PENDING' for review for us to check by list provided by Rosewood Tucker's Point that they are a hotel guest and have a room still in use. Once we confirm this, the booking status will be changed to Hotel TP Room Charge where it will be charged into the Jonas account system. The guest will sign the invoice when at the centre for the lesson or activity.

We have a fully integrated booking system which takes card payments to confirm the booking at the time of booking on the Harrington Sound system and Castle Harbour system with exceptions for member charge and hotel guests. **(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 at Harrington Sound or a no show at Castle Harbour, we will apply the cancellation charges outlined under the cancellations section.

Photography Release for Media and advertising purposes of U Sail Watersports

From time to time, we may have authorized contractors or U Sail Watersports personnel taking photos and video for use of advertising purposes only. This includes the Tucker's Point Newsletter sent to club members for the Castle Harbour site.

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

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/U Sail Watersports has taken every reasonable action to reduce the risk of coronavirus (covid-19) infection across all of its sites 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.(Harrington Sound Only)

Anyone who displays coronavirus symptoms including persons from the same household will be refused entry to the centre and/or with a positive PCR test result. A gift voucher/ full refund will be issued which can be used for future bookings for the amount paid. The admin charge has been waived for coronavirus circumstances.

Should any confirmed booking and/or paid activity depending on either at Harrington or Castle Harbour have to stop due to coronavirus (covid-19) government guideline changes, we offer our 'Book with Confidence Guarantee' that you will receive an alternative date and/or full refund.

Terms and Conditions

Should you develop symptoms or test positive for coronavirus at anytime, please contact us as soon as possible by email covidresponse@usailbda.com.

Please refer to our coronavirus (covid-19) procedure at <https://usailbda.com/Covid-19%20Procedures/> which are updated as per Bermuda Government Guidelines.

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 date of cancellation confirmation is the date that the office at U Sail Watersports and/or U Sail Bermuda receives it.

Note: The only exception is if you have taken out insurance and/or 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 Watersports directors with senior management team. We will do our best to have alternative lesson plans for the session.

For All Activities:

Refunds maybe given depending on individual circumstances but a transaction charge of \$15 and admin fee of 10% of the booking total will apply. This does not apply at the Rosewood Watersports Centre operated by U Sail Watersports Ltd trading as U Sail Castle Harbour under a concession granted by RWTP Hotel Limited.

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

More than 30 Days- Just Course Deposit Amount or 15% of the course fee

29 days- 24 days- 50% of Course Fee

23 days- 7 days- 80% of Course Fee

6 days or less- 100% of Course Fee

For All Activities at Rosewood Watersports Centre operated by U Sail Watersports Ltd trading as U Sail Castle Harbour under a concession granted by RWTP Hotel Limited, the following applies:

6 Days or less- 100% of the booking total for any 5-day activity camp.

Any other booking, rental or lesson, we run a 24-hour cancellation period from the start date/time of your activity that we would charge 100% of the booked amount on the invoice sent from our U Sail Castle Harbour Checkfront Booking system to your room, membership or card payment.

Any merchandise or packaged goods sold is non-refundable from the time of purchase.

Terms and Conditions

For Instructor Training:

To cover our unforeseen losses due 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 at Harrington Sound:

All rental packages must be used up within 6 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 telephone or sending us an email to our main enquires at 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, we desire that you can swim 50 metres in light clothing. Please confirm this on your waiver and indemnity form.

You must always be wearing a Buoyance Aid of 50 N or above when on the water unless 1 adult is stand up paddling with a leach attached to the ankle and 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 which happens during any of U Sail Watersports activities, I give permission to qualified first aid U Sail Watersports 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 Watersports management, instructor staff or volunteers who 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) across all of our centres.
- We also hold Third Party Insurance on our boats.

Terms and Conditions

Safety

- At U Sail Bermuda and U Sail Watersports, 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 or experienced trained staff to ensure that it 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 charterer has agreed to take responsibility for their 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 where required 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 and person's experience.

Area

The sailing area will either in the waters of Harrington Sound, a land locked area of water which is affected by small tide or in the waters of Castle Harbour at the Rosewood Tucker's Point Hotel.

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/B. Area C, Area D 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

At Harrington Sound:

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.

Terms and Conditions

At Castle Harbour:

The Launch and recovery area is the beach at the Rosewood watersports centre on to Castle Harbour.

You will be guided by the U Sail Watersports Personnel on how to launch and recovery the boat.

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 enrol on to U Sail Watersport's activities since we have a zero-tolerance for the use of illegal drugs and/or being intoxicated.

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

Under no such 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/USW 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 any centre site operated by U Sail Watersports and U Sail Bermuda
- There will be no changes made to any of the boats without permission of the U Sail Watersports/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.

Terms and Conditions

- 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 and U Sail Watersports shall be the judge of all matters including costs, repairs and replacements; to any boat 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 may 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 in the above bullet points and any excess can be paid by card.

Terms and Conditions

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.'