

# Go West Sailing Ltd General Terms and Conditions (the “Ts & Cs”)

This is the ‘small print’ written in plain language. Please ensure to read the following Ts & Cs carefully, as they govern the relationship between You and Us. You must contact Us if you do not understand any of the Ts & Cs or to ask if you have any questions. Any booking You make with Go West Sailing will be bound by these Ts & Cs.

“**You**”, “**Your**” or “**Customer**” means you – a customer or user of Go West’s services or our website, and/or an individual booking Go West’s services on behalf of a third party.

“**Us**”, “**Our**”, “**We**”, “**Go West**” or “**Go West Sailing**” means Go West Sailing Ltd, a company incorporated in Scotland with Company Number SC573353, with Registered Office is at 7 Garnockside, Glengarnock, KA14 3AB, Scotland, United Kingdom.

## Payment

1. We require You to pay Us a £49.00 deposit when a booking is made for RYA courses, £98 when it's a Yachtmaster course, £249 for Cruising Instructor Course or as detailed on the booking page. We will require a 30% deposit in the case of yacht charter and full boat adventure sail/course.
2. The balance of payment in all cases is due to us 6 weeks prior to the commencement date of the course You have booked.
3. We reserve the right to resell the place in the course You have booked if You do not pay Us the balance within 4 weeks prior to the commencement date of the course.
4. If the booking is made within 6 weeks of the commencement of the course then You must pay Us the full balance at the point of booking.

## Cancellation, delay or non-arrival by customer

1. If your Course is more than 6 weeks away You have 14 days to cancel a course from the date you made the booking, and in such case Your deposit will be repaid to You in full (less any bank account/transaction charges).
2. Repayment will only be made to the original account that Your payment was made from.

3. If You cannot attend the course You have booked, You should contact Go West Sailing immediately in writing to advise.
4. If the cancellation is more than 6 weeks prior to the commencement date of Your booked course, Go West Sailing will make all reasonable efforts to resell the place at the same cost as originally advertised. If the place is resold, and once the new customer has paid in full, Go West Sailing will refund the deposit You originally paid, subject to the deduction of a 10% administration fee. If Go West are unsuccessful in reselling the place, all monies paid will not be refunded. If the booking is subject to a date change request (only available if the booking is more than 6 weeks away) then Go West will charge £10 per booking per person.
5. If the cancellation is within 6 weeks prior to the commencement of Your booked course, Go West Sailing will make all reasonable efforts to resell the place at the same price that it was originally advertised. If successful there will be no further charge to the customer for the balance, however Your deposit payment will not be refunded to You. If Go West are unsuccessful in reselling the place, all monies paid will not be refunded.
6. If You are not at the designated meeting place for the start of Your booked course, Go West Sailing use reasonable efforts to contact You via phone and/or email in order to establish the reasons for Your absence. Providing that Go West Sailing is able to establish such contact with you, Go West Sailing will at its sole discretion make reasonable attempts to allow for You to arrive. Notwithstanding the foregoing, You acknowledge and agree that as a condition of booking there can be no delay to the start of the course to accommodate Your late arrival.

## **Cancellation by Go West Sailing, Force Majeure**

1. Due to the nature of Our business, having regard to factors including the unpredictability of weather and the safety of all Our crew and students, Go West Sailing reserves the right in its sole discretion to cancel or change the route or places visited on any course.
2. If Go West Sailing requires to cancel a course, we will notify You in writing of the cancellation at the earliest opportunity.
3. If Go West Sailing cancels Your course Go West Sailing will offer You alternative course dates within a year.
4. The possible reasons for course cancellation is not exhaustive but may include, weather, fault or repair of the vessel, or it not being viable to run the course due to insufficient student numbers, 'force majeure' factors, or other reasons beyond Our control.
5. In the event of cancellation, other than our obligation to refund Your payment to You in full, You acknowledge and agree that to the maximum extent

permitted by law We shall not be liable to You in respect of any other direct costs or losses incurred by you, nor for any indirect or consequential costs or losses of any nature incurred by You.

6. If the destination(s) have to change for any reason and alternatives are visited there will be no refund.

## **Insurance**

1. You should ensure that You have appropriate insurance to cover Your participation in the course activities, not limited to any potential losses or injury, medical and repatriation.
2. Due to the nature of our offshore adventures we strongly recommend that you take adequate travel insurance for the trip insuring that and not limited to covering you for offshore sailing which is more than 12miles from shore, loss of personal belongings, medical, repatriation, flights due to potential delays of the vessel or any unforeseen circumstances.

## **Liability**

1. To the maximum extent permitted by law, Go West Sailing, its directors, employees, servants, agents, affiliates and any other of Our representatives exclude liability to You for any loss, damage, claim, cost, expense (including court costs and legal fees) or injury ("Loss") suffered by You and/or to Your property whilst participating in a Go West Sailing course, unless such Loss was caused as a direct result of the gross negligence or willful misconduct of Go West Sailing.
2. Any items of lost property will be stored for one month after the end of each course. Lost Property items not claimed within this period will be disposed of appropriately, and You acknowledge and agree that no claim for the recovery of a lost property item can be made thereafter.

## **Course duration**

1. Our RYA courses typically run for either 2 or 5 nights.
2. Our RYA training courses typically start either on a Friday at 6.30pm (for the weekend) or on Sunday at 6.30 pm for Largs and 6pm for Canaries.
3. For Largs our RYA training course typically finish at 3pm on Sunday or Friday depending on the length of the course. For Canaries our courses finish on Saturday apx 3pm.
4. Adventure sails typically run for a duration of between 5 and 14 days and will depend on the destination and the booking details. You should allow

sufficient flexibility in your onwards travel arrangements in case the course or sailing adventure has a delayed return to the harbour.

5. You acknowledge and agree that the information above is a guide only, and specific dates, times and other details of the booking will be on Your booking confirmation and joining instructions.

## **Late return of the vessel**

1. The skipper of the vessel will advise you as early as possible if for any reason the vessel is likely to return to the home harbour late, to allow You to alter Your onward plans.
2. You acknowledge and agree that Go West Sailing is not responsible for any loss to You due to the late return of the vessel.

## **Accommodation**

1. For practical courses, accommodation will be on board Our yacht.
2. Each boat in Our fleet has its own internal specification and layout, and consequently you acknowledge and agree that you may require to share a cabin and/or heads with another unrelated course participant.
3. The skipper will allocate cabins to course participants where possible to the same sex but not exclusively.
4. If You have any specific requests regarding accommodation, You must contact Go West Sailing prior to booking the course.
5. Go West Sailing will provide the mattress, a pillow complete with pillowcase and a bottom sheet, but no covers. Go West Sailing recommends You to bring a suitable sleeping bag, unless specific advertisements and/or Joining Instructions indicate that sleeping bags will be provided (due to travel baggage limitations, etc). Go West Sailing has a small stock of laundered sleeping bags for hire at £15 per hire period between laundering.
6. It will be at the skippers' discretion where to visit and stay during the course. It is likely that there will be a mixture of overnight harbours, mooring buoys and possibly some time spent on the anchor. Our offshore adventures might not visit a marina or harbour for a few days in a row.
7. Theory courses do not include accommodation within the price, although we can offer yacht accommodation for a small fee.

## **Food**

1. Food will be provided by Go West Sailing for the duration of the practical course.

2. Theory courses do not include food but will include tea and coffee.
3. You must advise Go West Sailing in writing at least 14 days prior to the start date of the course to advise us if You have any specific food allergy or intolerance.
4. The skipper will speak to the crew on arrival about any preferences or requests and will make reasonable attempts to accommodate these.
5. Food will consist of breakfast (cereals, bread, jams etc), lunch (soup, sandwiches, fruit), and dinner (pasta, chicken, fajitas, spaghetti Bolognese). This is a guide only and will be determined by the locality.
6. During your course it is likely that 2/3 meals will be ashore, and these meals are not provided by Go West Sailing. If the crew wish to eat ashore together this can be discussed with the skipper on commencement of the course; eating ashore is optional.
7. Tea, coffee and drinking water will be provided to You throughout the course.

## **Suitable clothing**

1. The cost of the course does not include wet weather clothes.
2. Go West Sailing strongly recommends that You wear suitable clothing, further details of which can be found in our FAQ section of Our website. We strongly recommend the use of sailing gloves to help prevent any injuries to Your hands, and We request that You wear white soled shoes on deck.

## **Duties on board**

1. All Customers will be expected to participate in the mutual cooking, cleaning and tidying of the vessel.
2. Customers will be expected to clean the vessel from stem to stern at the end of the course.
3. The alternative to Customer cleaning outlined above, is to pay £12.50 per Customer or local equivalent for Go West Sailing to provide the cleaning service on the Customer's behalf.

## **Breakages**

1. We understand that accidents happen. However if items are broken due to Your misuse, negligence, willful misconduct or recklessness, We reserve the right to You for the replacement cost of like for like items. Any such costs will be shared by all crew unless an alternative arrangement is made with Go West Sailing.

## **Return of items left behind**

1. Any items left behind are done so at the owners risk. If items are located and the owner wishes them to be returned we will do so at a cost of £25 (inc VAT) plus postage £10 for UK and £15 for Europe for non tracked mail. Any amount above this will be additional charged. Payment for postage must be made prior to the items being taken to the post office.

## **Skipper/Chief Instructors/Principals decisions**

1. All decisions made by the above representatives will take account of the RYA, YMA guidelines.
2. The Principal and Chief Instructor are responsible for the vessel and crew per the RYA guidance.
3. In line with marine practice, from the moment the skipper steps on board the vessel the Skipper's decision is final.
4. You will at all times follow the instruction of the skipper. This is until the course is complete and the skipper is off the vessel.
5. If for any reason You do not follow instructions from the skipper or the designated substitute then You will be in breach of the Articles of Sailing. The skipper will take any action he considers appropriate for the wellbeing of the individual, crew and/or the safety of the vessel as a whole. If the skipper decides to place You at the nearest port in his or her sole discretion for any reason (including but not limited to Your antisocial, abusive or dangerous conduct, failing to obey rules or instructions or illness), no liability whatsoever will be placed on Go West Sailing or the skipper and You will have no redress for any expense or refund of the course fee.

## **Time at sea**

1. The skipper will cover the course content as laid out by the RYA.
2. The skipper will use the time as effectively as possible to maximise the time spent at sea.
3. If You feel that you are not receiving enough time from the skipper, You must notify the skipper immediately. If the issue is not resolved, the Principal/Chief Instructor must be informed.
4. If the weather for part of the course does not allow the vessel to leave port, up anchor or otherwise go out, the skipper will make an appropriate plan for that day which is likely to include theory training.

## Vessel change

1. Go West Sailing reserve the right to substitute any vessel if required. If appropriate and reasonably practicable, Go West Sailing will notify You of any substitution of the vessel. For the avoidance of doubt, the substitution of any vessel does not alter any of these Ts & Cs and You shall still be bound to all Ts & Cs herein.

## Age

1. All Customers must be over the age of 18, unless under 18 and accompanied by a parent, guardian or chaperone. Where there is a person of under 18 years old, the parent, guardian or chaperone must agree to these Ts & Cs on their behalf.
2. There is no upper age limit.

## Health

1. As sailing is an active sport, it requires a certain level of health and fitness to participate. It is Your responsibility to ensure that You are able to take part. If You are unsure about your health or fitness level and the suitability to partake in a Go West Sailing course, You must consult your doctor or health practitioner prior to booking. If a health issue arises during the course, please make the skipper aware, the Skipper will take appropriate action. It maybe that any health issue you have or develop on the course means that the course cannot continue for You, and Go West Sailing cannot be held responsible for any associated costs of refunds of unspent course time.
2. If you show any signs of an infectious disease (not limited to Corona Virus) on joining a course or adventure We reserve the right to ask You to be tested at Your cost and not allow You to join until a negative result is shown. If this takes time we can not delay the boats departure. If You show and develop symptoms during a trip You will be provided with a face covering and requested to isolate until we can come to the nearest practical harbour.
3. Prior to your course we will ask you to confirm that if you have any medical conditions.
4. If You develop symptoms of an infectious disease during your time on the course or adventure you will have to withdraw.
5. Please be aware that our usual service maybe disrupted, for example but not limited to there maybe times where we can only provide day sails to and from Largs Marina, You are likely to have to share a cabin with unrelated person or sleep in the Saloon.

## **Online courses with Navathome**

1. For online courses with Navathome, please refer to the terms and conditions for Navathome.

## **Concerns and Complaints**

1. If at any time You have any concerns or complaints regarding a course or any part of the service provided to You by Go West Sailing, then You must make Us aware immediately. Further information can be found in Our complaints procedure.



# Bareboat Charter Terms & Conditions

<b>1.</b>	<b>Charter Deposits &amp; Payments</b>
1a	The Charterer shall pay to Go West Sailing.Ltd. the Deposit upon returning the Charter Agreement within the required time stated on the Agreement at which time these Terms & Conditions shall become binding. Payment of the deposit means you have accepted our quotation and you accept on behalf of your party these Charter Terms & Conditions.
1b	We will send you a confirmation invoice with the costs and details of your charter. It is your responsibility to check the details on the confirmation invoice and to inform us of any discrepancies immediately.
1c	The balance of your charter must be paid at least 8 weeks before your charter start date. If the balance is not paid on time we may cancel your charter and apply the cancellation charges set out in the paragraph headed “Cancellation or Amendment” below. The charter deposit is non-refundable unless we are unable to confirm your original booking request.
<b>2.</b>	<b>Booking Procedure &amp; Requirements</b>
2a	At the time of booking we require from the Charterer:- <ul style="list-style-type: none"> <li>· A 30% deposit must be paid (full payment if booking made within 8 weeks of charter start date)</li> <li>· Completed Charter Agreement</li> <li>· Completed Sailing Experience Form - Skipper &amp; 1st Mate PLUS copies for any sailing certificates held</li> </ul>
2b	On receipt of the completed Charter Agreement, Sailing Experience Form and deposit we will send you confirmation of your charter in writing. No agreement shall exist between Go West Sailing and the Charterer until acceptance of this charter booking by Go West Sailing.
2c	10 weeks prior to departure, we will send you: <ul style="list-style-type: none"> <li>· Final balance invoice</li> <li>· Crew List Form (copies of passport OR driving licence of skipper &amp; 1st Mate required)</li> </ul>

<b>3.</b>	<b>Security Deposit</b>
3a	The Charterer shall pay the Refundable Security Deposit of £2500/£2900 (surplus of £500 for out of the Firth of Clyde) by payment link or bank transfer no less than 7 days before the start of the Charter Period to Go West Sailing. This deposit must be available as cleared funds by the charter start date, as security against the Yacht not being returned in good condition and towards any loss or damage to the Yacht occurring during the Charter Period which is the responsibility of the Charterer, and against any loss or damage suffered by Go West Sailing due to any breach of these Terms & Conditions by the Charterer but without prejudice to any claim over and above the Security Deposit which Go West Sailing may have.
3b	The Security Deposit or any balance remaining shall be returned to the Charterer within 10 working days of the return of the Yacht to Go West Sailing or in any case of dispute, the disputed amount will be paid to the yacht owner.
<b>4.</b>	<b>Yacht Acceptance and Condition</b>
4a	Before the start of the charter period, the Charterer shall inspect the yacht with a representative of the Go West Sailing and upon his acceptance of the yacht it shall be deemed to be in good order and fully in compliance with its description.
4b	An inventory list will be provided and signed off by both the Charterer & Go West Sailing at the start of you charter to ensure that the list agrees with the contents of the boat. This inventory list will also be checked and signed off by both parties at the end of the charter period and will be used during the checking procedure for the refund of the Security Deposit.
4c	If the Charterer fails to accept delivery of the yacht at the start of the charter period for any reason other than deficiency of the yacht or her equipment the Charterer shall notify Go West Sailing of his intention to accept delivery later during the charter period. Should Go West Sailing not be informed they shall be at liberty to treat the agreement as terminated without notice to the Charterer. This shall be without prejudice to the right of Go West Sailing to recover any unpaid charter fee and losses so caused.
4d	Upon return of the Yacht, the Charterer shall leave it clean and in the condition in which it was on the charter start date. Go West Sailing reserves the right to charge accordingly and deduct from the Security Deposit for cleaning/repairing the Yacht upon its return if it shall not be in a satisfactory condition. Any defects must be reported to Go West Sailing.

<b>5.</b>	<b>Charter Period</b>
5a	In the event of the Yacht being unavailable on the charter start date, Go West Sailing will endeavour to replace the Yacht with one of as similar type and specification as possible, to a value up to the total amount of the charter fee paid for the original yacht. Any discrepancy in the charter fees to be met by the Charterer. If a replacement yacht is not available Go West Sailing will refund the Charter Fee and the Security Deposit. Go West Sailing accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such cancellation.
5b	The Charterer shall return the Yacht to the Home Port on the return date at the stated time free of indebtedness and clear of all personal gear. Time shall be of the essence as far as the Return Date is concerned. For each day or any part of a day that the Yacht remains in the possession of the Charterer the Charterer shall pay twice the Daily Charter Fee. The Charterer shall inform Go West Sailing if during the Charter Period it shall become apparent (or possible) that the Charterer will not be able to return the Yacht on the Return Date but such notification will not affect the Charterer's liability for failing to return the Yacht on the Return Date.
<b>6.</b>	<b>Cancellation or Amendment</b>
6a	In the event of the Charterer cancelling the booking more than 8 weeks prior to the charter start date, Go West Sailing will be entitled to keep the Deposit and refund any balance to the Charterer.
6b	In the event of the Charterer cancelling the booking within 8 weeks prior to the charter start date the charter fees are not refundable. If Go West Sailing is able to re-charter the Yacht for all or part of the charter period, a proportion of the charter fee may be refunded at the discretion of Go West Sailing.
6c	Go West Sailing may cancel the booking at any time upon repayment to the Charterer of all sums already paid.
6d	Cancellation must be received in writing.
6e	If you wish to make any amendments to your charter we will make every effort to accommodate these but they may be subject to a sum of £20 to cover our administrative costs. Requests for amendments must be made in writing.
<b>7</b>	<b>Obligations of the Charterer</b>

7a	The details provided by the charterer on the Charter Agreement are complete and accurate.
7b	Not to take the Yacht outside the Cruising Range specified in the Yacht's insurance policy document which may in turn be superseded by the Cruising/Racing Area stated on the Contract.
7c	Not to carry any crew other than those persons specified on the Crew List.
7d	To secure all gear on board whilst cruising/racing.
7e	Not to leave the Yacht unattended at any time when the Yacht is at anchor.
7f	In the event of any damage occurring to the Yacht or to any third vessel or party as a result of any collision with the Yacht, not to admit liability to any person.
7g	In the event of there being any failure of any mechanical gear on the Yacht, to report the same as soon as practicably possible to Go West Sailing, not to commence repair work without the consent of Go West Sailing and to use the best endeavours to minimise any damage which might have occurred without endangering the Yacht or any of the crew.
7h	To pay all running expenses and all harbour dues, berthing fees, pilotage fees and the costs of all provisions and fuel and not to do or omit to do any action or thing whereby the Yacht may become liable to arrest or detainment anywhere.
7i	Without prejudice to the Charterer, not to sail the Yacht in dangerously bad weather even if this may lead to failure to return the Yacht on the Return Date.
7j	To pay to Go West Sailing any insurance excess out of the Security Deposit and not to do or omit to do any act or thing which may render void the insurance policy.
7k	Not to bring aboard any restricted or illegal goods such as drugs, firearms or explosives.
7l	To sail the Yacht at all times using skill, judgement and common sense bearing in mind at all times the necessity to return the Yacht on the Return Date.
7m	The Charterer will not sub-let or part company with the Yacht without the prior written consent of Go West Sailing.

7n	The Charterer will not use the Yacht for any purpose other than private pleasure cruising unless other uses such as racing are specifically agreed in writing by Go West Sailing. In the event of an emergency the Yacht may be used to assist in the rescue of persons in peril on the high seas.
7o	There shall be no smoking below deck or while handling sails, by any person.
7p	The Charterer will limit the number of his party to not more than the number allowed for in the provision of safety equipment.
7q	The Charterer undertakes to comply with all seagoing rules and regulations currently in force. For skippered charter, to obey the reasonable requests of the appointed skipper.
7r	No animals or pets may be taken aboard.
<b>8</b>	<b>Obligations of Go West Sailing</b>
8a	To deliver the Yacht to the Charterer at the Home Port on the charter start date in good and seaworthy condition complete with all items stated in the Yacht's Inventory. For the avoidance of doubt Go West Sailing does not warrant that the Yacht is fit for sailing in dangerously bad weather conditions and Go West Sailing relies on the Charterer using skill, judgement and common sense in deciding where to sail and in what weather conditions to sail bearing in mind the Return Date.
8b	To insure and keep insured the Yacht against fire and all usual marine and collision risks and including third party risks to such an extent as Go West Sailing in its absolute discretion shall deem appropriate. In the event of any claim the excess on such insurance policy shall be payable by the Charterer and shall not exceed the Security Deposit. Such insurance policy does not cover injury to or loss of life of any person on board against which the Charterer should insure prior to the charter start date. Any other uninsured damage or losses on board the Yacht shall be paid by the Charterer, if necessary out of the Security Deposit.
8c	If during the charter period the Yacht shall be damaged or there is a breakdown of the gear or machinery not caused wholly or in part by the neglect of the Charterer and the Yacht is unfit for use (at Go West Sailing's discretion) a pro-rata return of the charter fee may be made for the lost time.
<b>9.</b>	<b>Termination and Repossession</b>

	In the event of it coming to the attention of that the Charterer is in material breach of any of these conditions, Go West Sailing may forthwith terminate this Agreement and take whatever steps are necessary to take possession of the Yacht wherever it may be. Such termination and the taking of possession shall be without prejudice to any rights and remedies which may have accrued to Go West Sailing prior to the date of such breach.
<b>10.</b>	<b>Force Majeure</b>
	No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations hereunder by any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.
<b>11.</b>	<b>Law &amp; Disputes</b>
	This Agreement is subject to Scottish law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation. If such negotiation fails, any dispute arising under this Agreement shall be submitted to the jurisdiction of the Courts of Scotland.

# Addendum to Terms and Conditions

In addition to clause 7L should any damage be caused to the vessel the damage must be reported to Go West Sailing in writing immediately.

If the yacht is involved in any collision, grounding or if the boat comes into contact with the sea bed the charterer must contact Go West Sailing by phone and then follow it up in writing. The Chief Instructor together with the Principal will provide advice on safety measures immediately.

If it is found following an independent inspection (by representative appointed by Go West Sailing) that an incident was not reported at a later date the charterer will be responsible for the cost of repairs in full, should the insurance company not cover the costs due to the earlier incident.