

1. Contract

This contract is made between Keppel Bay Sailing Academy (the Company) registered in Singapore, and any person(s) (the Client) booking with Keppel Bay Sailing Academy to take part in any event, charter, training course, or management training event or such other activity conducted by the Company (the "Programme"). All bookings are subject to these terms and conditions and it is agreed between the Client and the Company that these terms and conditions and any contracts between the Client and the Company arising from the bookings are construed in accordance with Singapore Law and any dispute arising from or in connection with these terms and conditions shall be submitted to arbitration in Singapore in accordance with the rules of the Singapore International Arbitration Centre. The language of the arbitration shall be in English. The tribunal shall consist of one arbitrator appointed in accordance with the rules of the Singapore International Arbitration Centre.

2. Booking

Bookings can be made in writing on the booking form and sent to Keppel Bay Sailing Academy, 2 Keppel Bay Vista, Marina at Keppel Bay, Singapore 098382. Bookings can be made online and submitted via email or the Company's website. In order to reserve a place, bookings must be accompanied by a non-refundable deposit of 25% of the programme fee. Where a booking is made by a Client on behalf of others, the Client submitting the booking will be responsible for all such bookings.

3. Balance of Payment

On receipt of the booking form the Company will send the Client confirmation of booking. Full payment of the programme fee less any prepaid deposit must reach the Company no later than 30 days prior to the start of the programme as advertised by the Company. Where the Client has elected to pay by credit card, payment will be deducted by the Company from the Client's credit card (where applicable) at the 30 day point and a receipt forwarded to the Client. The Client should inform the Company if they do not wish their credit card to be automatically debited. If a booking is made less than 30 days prior to the advertised programme start date, then full payment will be required at the time of booking. If full payment is not received by due date, the Company reserves the right to cancel the booking without refund of the 25% deposit.

4. Cancellation

Cancellation by the Client must be in writing and is effective upon receipt by the Company. In the event of cancellation by the Client the following charges shall apply:

More than 30 days prior to programme start date:
Loss of 25% deposit only

Less than 30 days:
100% of programme fee

The Company will not normally cancel any programme except for unusual or unforeseen circumstances beyond its control. In the event of such cancellation, the Client will be given the choice of an alternative programme where possible. If the Client does not wish to choose an alternate programme then a full refund will be given. In the unlikely event that changes to the advertised Programme occur, the Company reserves the right to make such changes as required.

The Company will pay no compensation or refund to the Client(s) where change or cancellation to the programme is due to Force Majeure Events or actions of parties outside the control of the Company. No liability is accepted by the Company for any costs or expenses incurred by the Client in the event of changes to the Programme or cancellation by the Company due to such Force Majeure Events or actions of parties outside the control of the Company. "Force Majeure Events" refer to events that occur which are beyond the control of the Company including, without limitation, any acts of God, fires, strikes, lock-outs or labour disputes, wars, terrorist activities, riots, earthquakes strikes, typhoons or floods.

5. Embarkation and Disembarkation

All Programmes shall operate out of Marina at Keppel Bay, 2 Keppel Bay Vista, Singapore 098382 ("MKB"). Except in the event of an emergency, as determined at the discretion of the skipper, the Client shall embark and disembark at MKB only. Additional charges will apply for Clients who embark and/or disembark at a marina outside of MKB (the "Visiting Marina"). These charges will be based on the time taken to deliver the vessel(s) between MKB and the Visiting Marina. In addition, the Client shall bear all applicable charges of the Visiting Marina including, but not limited to, visiting charges. The Company reserves the right to postpone/delay/cancel embarkation and/or disembarkation at the Visiting Marina in the event of unusual or unforeseen circumstances beyond its control. For avoidance of doubt, no refund of the Programme fees will be made if the Client is unable to embark/disembark at the Visiting Marina under the foregoing circumstances.

6. The Client's Obligations

The Client will ensure that all details supplied on the booking form are true, complete and accurate.

The Client has no right to make any orders or transact any purchases on behalf of the Company, and all equipment, gear and other items purchased by Client whether or not for use in the programme shall be at Client's personal expense.

The Client is required as a booking condition to take out relevant insurance coverage that includes cancellation, injury and medical expenses. The policy must also include cover for sailing including offshore passages for the length of the programme. The Company may, at the Client's request, recommend an insurance broker but the Client may select his own insurer, provided that the Client shall make a copy of the policy available to the Company on request. The Client undertakes to the Company and its training partners that the Client shall take out such relevant insurance policy prior to the commencement of the Programme.

The Client agrees to abide by the normal operating and safety procedures and applicable rules and regulations as laid down by any providers of accommodation in Singapore or abroad, any yacht clubs, any official bodies, any charter companies, and any venues that may be conducting or participating in the Programme.

6.1. Visas and Travel

If all or part of the Programme is conducted or takes place overseas, Clients will need a passport and may need a visa to enter the country where the Programme takes place. Clients will need to make their own visa arrangements in good time to attend the Programme. Clients are also responsible for travel arrangements to and from the training destinations.

6.2. Accommodation

Accommodation is provided ashore on some Programmes, Clients will be responsible for any accommodation arrangements they make themselves if they choose not to stay in Keppel Bay Sailing Academy's accommodation.

7. Limitation of Liability

The Company will use insured vessels that are in required survey for the area of operation. Where such vessels are obtained by the Company as skippered charters the Company shall use reasonable endeavours to ensure that all required safety and survey requirements are met, but will not be held responsible for any defects or omissions by the vessels owner or managing agents.

The Company will accept liability for the negligence of its employee causing injury or death to the extent that it is obliged to under Singapore Law. The Company shall not be liable to the Client for any injury, death, loss or damage caused by other Clients, nor will it be responsible for any uninsured losses of the client's property, nor for any illness, injury or death sustained during the Programme.

The Client agrees and acknowledges that all or part of the Programme may be (i) conducted or take place at venues in Singapore or overseas that are not owned by or managed by the Company or its affiliates ("External Locations"), and/or (ii) conducted by external trainers and persons who are not agents, employees, or partners of or joint venturers with the Company ("External Contractors"). Where the Programme is conducted or takes place at such External Locations, the Company shall not be liable to the Client for any losses, damages, costs or expenses suffered or incurred by the Client at the External Locations, except to the extent that the loss or damage suffered by the Client is directly due to the fraud, wilful misconduct or gross negligence of the Company and/or its employees. Where the Programme is conducted by External Contractors, the Client acknowledges that such External Contractors are not agents, employees, or partners of or joint venturers with the and the Company shall not be liable to the Client for any losses, damages, costs or expenses suffered or incurred by the Client due to the negligence, misconduct or otherwise of the External Contractors.

The Client agrees to sign a release of liability form before embarking on a programme if required by the Company, or the Company's training partners.

Notwithstanding anything to the contrary in these terms and conditions, the Company shall not be liable whatsoever in respect of any indirect, consequential, or special damages (including, without limitation, damages for loss of business, profits, revenue, goodwill and opportunity) that may arise from any breach by the Company in respect of these terms and conditions or under general law.

8. Authority

Without prejudice to paragraph 10 of these terms and conditions, the Client agrees to accept the authority, decisions and instructions of the Company's skippers, employees, agents and representatives during the programme. At all times the decision of the skipper is final on all matters, should the Client interfere with the well being of the skipper or other Clients during the Programme through difficult or disruptive behaviour, the skipper has full authority to dismiss the agitator(s) from the Programme or vessel. In such event there will be no recourse or any refund. The skipper has full authority to decide when to sail or race, with regard to weather conditions and the well being of the crew, or to return to port after commencement of a passage due to the above or any other reason at any time at his discretion and the skipper's decision shall be final.

9. Minimum age

Unless otherwise agreed between the Client and the Company, the Client shall be at least 18 years old at the time of commencement of the Programme.

Where a Client is below 18 years old at the time of commencement of the Programme ("Young Client"), the Company may, at its absolute discretion, allow the Young Client to book and participate in the Programme provided that the Young Client is at least 10 years old, the Young Client is accompanied by a person who is at least 18 years old ("Accompanying Adult"), the Accompanying Adult books and pays for the Programme as a Client, and the Young Client and the Accompanying Adult sign and/or provide such documents as the Company may request.

10. Health

Sailing can be a strenuous activity and requires an average level of fitness and health. The Client shall be responsible for ensuring that he/she is fit and healthy for the purpose of participating in the Programme. Where doubts exist as to the health of the Client, the Client may be required to provide a medical certificate to the Company on request at any time.

11. Complaints Procedure

In the event of a complaint by a Client, the Client will in the first instance speak directly to the instructor or trainer under whose direction they are training at the time the complaint arises. They will outline the issue and specify what action they wish to occur to resolve it. Where a complaint is unable to be resolved by the instructor or trainer or where a complaint is of a more serious nature, the complaint should be addressed directly to the principal or in his absence the senior instructor.

In the event that the issue can be resolved immediately, no further action by the Client will be necessary. In the event that the issue cannot be resolved immediately, the Client will be requested to put in writing all details pertaining to the complaint. This submission will be reviewed by the principal in conjunction with the senior management team and a ruling will be made. The outcome of this ruling will be made known to the Client within 48 hours of receipt of their written report by the principal.

No further action on the Client's part will be required in the event that the ruling is to the Client's satisfaction. However, if the Client is not satisfied with the outcome, he can submit a full and factual report in writing to the Royal Yachting Association, addressed to the Manager of Training, upon which the Royal Yachting Association will take over the handling of the complaint.

Resolution of the complaint is essential. It is also important that regardless of the outcome of the complaint, the Client must be satisfied that their grievance has been handled fairly and that the issue has been thoroughly investigated. All complaints will be reviewed and investigated regardless of how trivial they may seem. In respect of complaints involving a member of the staff of the Company, a full and thorough investigation will take place which will be initiated by the sailing school principal and will require reports from the relevant staff member and possibly other staff and clients.