

KEPPEL BAY SAILING ACADEMY BOOKING TERMS AND CONDITIONS

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 (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 contract between the Client and the Company arising from the bookings are construed in accordance with Singapore Law and the jurisdiction of Singapore courts.

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 per person. 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. Should a booking be 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 the 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 cancellation the Client will be given the choice of an alternate 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 or actions of organizations 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.

5 THE CLIENT OBLIGATION

The Client will ensure that all details supplied on the booking form are 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 a Personal travel insurance package that covers cancellation, injury and medical expenses. The policy must also include cover for sailing including offshore passages for the length of the programme. The Company will 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 agrees to abide by the normal operating and safety procedures as laid down by any providers of accommodation in Singapore or abroad and any yacht clubs or official bodies and charter companies that may be participating in the programme

5.1 VISAS AND TRAVEL

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

5.2 ACCOMMODATION

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

6 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 will endeavour 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 employees 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 to sign a release of liability form before embarking on a programme if required by the Company, or the Company's training partners.

7 AUTHORITY

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 the 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.

8 MINIMUM AGE

The minimum age is 18 years at the commencement of the programme.

9 HEALTH

Sailing can be a strenuous activity and requires an average level of fitness and health. 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.