

# Terms & Conditions for Sailing Events

This sailing trip (the 'Event') is organized on fair, non-commercial, shared cost and shared liability terms with the pleasure and safety of all participants in mind. However, we (the 'Event Hosts' specified in the 'Event Description', usually found on the Meetup.com website) need to make you aware of some risks, liabilities, conditions and policies:

## Conditions Of Participating

Sailing can be a dangerous activity with substantial risks including but not limited to, serious head, neck or spinal injuries, heart attacks, injury to bones, joints or muscles, cold shock, drowning and death. **By voluntarily participating in this Event, you agree to accept any and all inherent risks of personal injury or death.** You will need to satisfy yourself that you have taken up suitable insurance for all activities planned and you will be required to sign a Waiver And Liability Release Form prior to departure. **You agree to follow all safety instructions given to you and accept that the we and your skipper have final decision on activities and the itinerary,** with safety of the crew, the yacht(s), other boats and the terms of the Charter Agreement in mind.

All yachts are fully insured by the Charter Company with a Security Deposit to cover any excess payment. **By participating, you agree to accept joint liability towards the aggregated Security Deposit of all yachts participating in this Event** (for example, on an event with 18 participants on 3 yachts and a total £360 payment for damages your share would be £20, no matter what yacht you were crewing on).

Except for gross negligence or tort, your liability towards this aggregated Security Deposit is limited to the Maximum Excess Payment per crew member specified in the Event Description and we may require you to supply a Damage Deposit Cheque prior to departure (this works the same way as the deposit when hiring a car, i.e. the cheque will only be cashed when payment is taken from the Security Deposit and you will be refunded for any difference).

## Cancellation Policy

If the Event is cancelled by us for any reason, you will be refunded in full. If we are required to reschedule an Event (e.g. due to severe weather), we aim to fully refund you, provided that you give us immediate notice and that we are able to sell your place. All refunds will be net of any bank charges, foreign exchange costs or Paypal deductions.

**No refund will be given in the event of cancellation by you (incl. reasons outside of your control)** and we recommend that you take up a suitable travel insurance. However, you are allowed to transfer your place once it is fully paid-up, pending confirmation by us, which should not be unreasonably withheld.

## Package Travel Regulations

We are an occasional event-host and neither us, 'The London Sailing Club' or 'The London Sailing Meetup' is a professional organiser (as such term is defined under The Package Travel, Package Holidays and Package Tours Regulations 1992); accordingly this event shall not be construed as a 'package tour' or 'package holiday'.

## Binding Legal Agreement

The Event Description (including any notes) and this Terms & Conditions in conjunction with a written or emailed acceptance of payment from us shall constitute a written agreement between you and us.