

## **TERMS & CONDITIONS - DINGHYCOACH**

### **General terms & Conditions**

These terms and conditions apply to all offers, contracts or oral agreements made between DinghyCoach and any other professional or private party unless other agreements are made for specific projects, clinics or programs.

These terms and conditions also apply to coaches/freelancers who work for or are hired by DinghyCoach for any projects, clinics or programs.

### **CLINIC & EVENTS**

#### **General safety and insurance policy**

Each sailor or clinic attendee participates entirely at their own risk. In no event will

Dinghycoach be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Sailors or clinic attendees should have a valid insurance and being in good health.

All sailors should wear a personal flotation device and have suitable clothing for the conditions.

By participating in a DinghyCoach clinic/event you grant us the right to make, use and show videos and photo material. Dinghycoach may use this material for future purposes.

By participating in a DinghyCoach clinic/event you may be required to carry advertising on the first 25% of the hull or wearing a sponsor bib/tank top.

#### **Registration/Booking**

- For current event costs and dates, please refer to our website, [lanzarote.dinghycoach.com](http://lanzarote.dinghycoach.com).
- Before booking into an event, please ensure you have read the event program and content, to ensure the event will meet your needs.
- If an event registration/booking form is completed by an individual other than the named attendee, it is the responsibility of the person filling in the registration form to ensure the attendee is authorized and able to attend the event.
- Upon receipt of your registration/booking form and subsequent payment your place(s) will be confirmed.
- **Important note:** Lanzarote-DinghyCoach acceptance of your booking brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will **not** form part of the contract.

#### **Invoicing and payment**

- Attendee fees (including any card processing and/or booking fees applicable) are payable upon booking unless a valid, authorized Purchase Order is provided and accepted.
- For online bookings paid at the time of booking, invoices/receipts will be issued electronically from the booking website on completion of the booking.
- For bookings accepted with purchase orders, invoices will be sent via e-mail to the name and address provided on the booking form and must be paid within 15 days of the invoice date or not later than 1 working day prior to the start of the event, whichever date occurs soonest (the "due date").
- Payment must be made in Euro's by direct bank transfer, credit/debit card or iDeal transfer.

- If any amount properly due to Lanzarote-Dinghycoach under or in connection with these terms and conditions remains outstanding beyond the due date Lanzarote-Dinghycoach may:
  - a. Charge a maximum of 15% penalty over the total overdue amount to be paid.
  - b. Refuse to allow attendee of entering any future event organized by Dinghycoach.

**Event attendance**

- Attendees will receive joining instructions via email to the email address provided on the registration form.
- It is the responsibility of the individual, completing the event registration/booking form, to ensure joining instructions are received by the delegate. Instructions will be sent via email to the email address provided on the booking form.
- If the joining instructions are not received, it is the responsibility of the individual who completed the event registration/booking form to contact Lanzarote-Dinghycoach department to arrange for them to be reissued.
- Failure to attend the event will result in the full cost being incurred. No refund shall be given.
- Failure to attend an event at which a free or concessionary rate place was given may at Lanzarote-Dinghycoach sole discretion result in the delegate becoming ineligible for such places at future event(s).
- Lanzarote-Dinghycoach will send all correspondence primarily via email to the email provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.
- It may be necessary, for reasons beyond the control of Lanzarote-DinghyCoach, to change the content and timing of the program, the date, the accommodation, the venue or the coaches(s).

**Cancellations and Amendments**

- All requests for cancellations and/or transfers must be send in written by e-mail to lanzarote@dinghycoach.com.
- Changes will become effective on the date of written confirmation being received.
- The appropriate cancellation clinic charge will apply based on the cost of your booking (excluding any card processing fees and/or booking fees previously applied), as shown below.

<b>Calendar days notice before start date</b>	<b>Refund applicable</b>
60 calendar days or more	Full refund
59-15 calendar days	50% refund of clinic fee
Between 14-1 calendar days	No refund will be given
Failure to attend	No refund will be given

- For sailors/families who made a reservation in hotel Tropical Island through Dinghycoach, a 20% penalty fee will be charged in case of cancellation less then 2 months in advance of check in date.
- For team bookings only, in the event of a attendee named on the booking form being unable to attend, we will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the event date.
- In the event of there being insufficient numbers booked onto an event Dinghycoach reserves the right to cancel or postpone the event.
- In the event of cancellation of an event by Dinghycoach, we will endeavor to inform all delegates a week before the event is due to take place, although please be aware

that this is not always possible. All event fees paid will be reimbursed in full, or the payment will be transferred in full to another Dinghycoach event. Dinghycoach shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including transport costs, accommodation etc.

### **Event Provisions**

- Organizing and financing accommodation and travel are the responsibility of the attendee unless otherwise stated on in the event details on event registration page.
- Where food and refreshments are to be provided, this will be stated on the event details and the cost included in the price quoted. Any special dietary requirements need to be notified in writing to Dinghycoach in advance of the event, as specified in the event details.

### **Force Majeure**

- Dinghycoach shall not be liable to refund of fees nor for any other penalty should the event be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

### **Entire Agreement**

These terms and conditions, together with the current Dinghycoach website prices, event details and Dinghycoach contact details, set out the whole of our agreement relating to the event. These terms and conditions cannot be varied except in writing signed by a Director of Dinghycoach.

In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of Dinghycoach should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by Dinghycoach. Dinghycoach shall have no liability for any such representation being untrue or misleading.

## **DISCLAIMER OF LIABILITY**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Dinghycoach and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect [Your Online Store URL]'s liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

### Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third party copyright Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Dinghycoach and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Dinghycoach.

### Indemnity

You agree to indemnify, defend and hold harmless Dinghycoach, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

### Variation

Dinghycoach shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

### Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree

that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

#### Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

#### Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Dinghycoach. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Dinghycoach.