

Performance Yacht Racing Ltd Terms & Conditions

1. The Contract

This contract is made between Performance Yacht Racing Limited (the Company) registered in England, and any person(s) (the Trainee) booking with Performance Yacht Racing to take part in the Race Skipper Trainee Program (the program). All bookings are subject to these terms and conditions and it is agreed between the Trainee and the Company that any contracts will be construed in accordance with English Law and the jurisdiction of English courts.

Information given by the Trainee or on behalf of the Trainee via booking form or online or via a deposit forms the basis of a contract and the Trainee will be accepting the booking conditions for themselves.

If any part of these booking conditions is found to be invalid or unenforceable then the remainder of these booking conditions will remain valid and enforceable.

2. Bookings

Bookings can be made in writing on the booking form and sent to Performance Yacht Racing, Sussex Cottage, 44 St Edwards Rd, Southsea, PO5 3DJ. In order to reserve a place, bookings must be accompanied by a non refundable deposit of 40% of the program fee.

3. Balance of payment

On receipt of the booking form the Company will send the Trainee confirmation of booking. Full payment less any prepaid deposit must reach the Company no later than 90 days prior to the start of the program as decided by the Company. Should a booking be made less than 90 days prior to the advertised program 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 and apply the cancellation charges as stated below.

3.1 Credit card payments

All credit card payments made online or via telephone are subject to a 3% surcharge

3.2 Payment options

Monthly payment plans are available on request for bookings made in advance of six months prior to the balance due date

4. Cancellation

(i) By the Trainee

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

More than 180 days: Full refund

Between 90 and 180 days: Loss of Deposit

7. Authority

The Trainee agrees to accept the authority, decisions and instructions of the Company's Skipper's, employees, agents and representatives during the program.

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 Trainees during the Program through difficult or disruptive behaviour, the Skipper has full authority to dismiss the Agitator(s) from the event and review continuation on the program. In such event there will be no recourse to 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 defects to the yacht at any time at their discretion and their decision is final.

Any illegal activity will be deemed as a breach of contract and Trainees will be removed from the program without any refund.

In the event of exceptional circumstances where either the Trainee decides to leave or is asked to leave the program, an agreement will be made for a reasonable refund of course fees less any incurred costs and administration fees at PYR's discretion.

8. Age Limit

The minimum is 18 years at commencement of the program.

9. Health

Sailing can be a dangerous activity and requires an average level fitness and health. Where doubts exist as to the health of the Trainee they may be required to provide a medical certificate to the Company on request at any time.

10. Media releases and image rights waiver

Trainees grant Performance Yacht Racing Ltd and affiliated companies and organisations the absolute right and permission to use their name, voice, image, likeness, biographical material as well as representations of the yachts in any media (being television, print and internet media), including video footage, for the sole purposes of advertising, promotion, reporting and disseminating information regarding Performance Yacht Racing Ltd and affiliated companies.