



TERMS AND CONDITIONS



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Valid from: 18.01.2009

Queen Mary Sailing Club

QM Select Terms and Conditions

- 1) Interpretation
 - i) The Company means Queen Mary Reservoir Sailing Club Limited
 - ii) The Package Holder means the original purchaser of a QM Select agreement, who must be at least 18 years of age.
- 2) The package holder is entitled to use the hire and tuition facilities from time to time specified for the package agreed for the period recorded on the face of the package agreement from the date of the agreement provided that they are not in arrears in respect of any instalment due to the Company or in breach of any other conditions herein.
- 3) All terms and conditions of this agreement apply equally to all persons on the package agreement including package holder's guests as if those persons were the package holder. The package is non-transferable without the express written agreement of the Company and the payment of any fee for that purpose only specified by the company
- 4) The package is only valid for the Queen Mary Reservoir, Ashford Road, Ashford, Middlesex.
- 5) If the package holder purchased the package remotely via telephone, fax, email or some other remote method whereby the terms and conditions were not seen prior to purchase then the package holder has the right to cancel the contract within 7 working days of receiving the terms and conditions and contract copy. The Company will reimburse in full the purchase price within 30 days of notice of cancellation providing that no tuition or hire facilities have been utilised. In any such incidence of cancellation by the package holder within 7 working days, where the package holder has undertaken any tuition or hire, the price of such services and products shall be added together at the rate indicated in the Training Programme in force from time to time and charged to the package holder. This charge may be offset against any payment that the package holder has made.
- 6) If the package holder purchased the package remotely via telephone, fax, email or some other remote method whereby the terms and conditions were not seen prior to purchase then the package holder has the opportunity to notify the Company in writing, within 14 days of receipt of the contract and terms and conditions, that one or more of the terms and conditions are not accepted by the package holder. If the package holder fails to do so it will be deemed that all terms and conditions are accepted by them. If the package holder and the Company cannot agree how they are to be modified, the package holder or the Company can chose to terminate the contract with immediate effect.
- 7) The package has a minimum term of one year from the date of purchase.
- 8) If the package holder wishes to terminate their agreement at any time after the initial 12 months they must give one calendar months notice in writing of their intention to terminate.
- 9) In the event that the package holder defaults on payment of the monthly charges within the first 12 months, the remainder of the payments that would have been due up to the end of the initial 12 month period become due immediately upon default.
- 10) Payments by instalment are due irrespective of package use.
- 11) The Company may disclose personal particulars contained in the booking agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
- 12) The Company warrants that the package rate be fixed for the first 12 months of the agreement, and that the rate will not be changed without 2 months written notice to the package holder.
- 13) The package holder agrees that the package shall continue automatically unless and, until notice of, termination is given by the package holder in writing.
- 14) The Company reserves the right to terminate use of the package at any time for any significant violation of the rules and regulations of Queen Mary Sailing Club or Thames Water PLC as stated from time to time or for conduct reasonably deemed by the Company to be detrimental to good order and the welfare of other site users or staff, or without cause. The package holder shall remain liable for the initial 12 months monthly fees unless terminated without cause when the unexpired portion of the current payment will be refunded.

- 15) Joint package holders are required to become individual package holders in the event of either holder terminating. This will involve the payment of the appropriate individual package holder rate at the time of termination.
- 16) Package holders may apply for their packages to be 'frozen' for a period of between two month (minimum) and four months (maximum) in the event of injury or changes in personal circumstances. All requests must be accompanied by documentary evidence and may be granted at the discretion of the Company. A £25 administration fee may be levied. If the period requested commences during the initial 12 month period of the package, the payments for the 12 month period must be honoured and the 'frozen' months will be credited after the end of the initial 12 months. The notification period for 'freezing' is 30 days and will be from the commencement day of the package for complete months from that date.
- 17) Holders of a Select package are entitled to attend any of the appropriate courses run by the centre once. The courses must be appropriate to the level of the individual at the time and may not include: any courses from other disciplines; instructor courses; powerboating courses; shore-based courses (with the exception of any courses from the QM Select Winter Training Programme). Group Sail (or Windsurf) Coaching may be attended once in any four week period until such times as the package holder has undertaken, or is at the level of, any intermediate or advanced course(s).
- 18) The Select package entitles the holder to a minimum of 2 hours hire in the sport(s) indicated in the agreement on any day that the centre is open, or 3 hours hire provided the equipment is booked 5 or 6 days in advance, subject to the following conditions:
 - i) That the weather conditions are suitable.
 - ii) That the package holder is of suitable standard to sail the equipment requested.
 - iii) That the package holder has booked the equipment between 6 days and 1 day in advance.
- 19) The Select package holders may also continue to hire for up to a further 2 hours if the equipment is not otherwise required. This period cannot be booked in advance.
- 20) Cancellation of hire must be made a minimum of 24 hours in advance. Package holders who cancel within this minimum time period or who do not attend a booked session may have their right to pre-book removed for a period at the discretion of the management.
- 21) Crew passes may only be used when sailing with the main package holder(s) to which the crew pass is attached.
- 22) The Select package entitles the holder to use of wetsuits, buoyancy aids, helmets and harnesses on the site without charge. Package holders must provide themselves with appropriate footwear.
- 23) These products are sold as a package and are not transferable or refundable.
- 24) All equipment hired may only be used at the Queen Mary Reservoir and may not be taken off site for any reason.
- 25) All booking of equipment is subject to availability. The Company cannot guarantee availability but will make best endeavours to make the equipment available or supply acceptable alternatives particularly where client damage has rendered equipment unusable.
- 26) If through circumstances beyond the reasonable control of the Company, through closure of the facility by the landlords, Thames Water plc, or any similar cause, the facilities as advertised to the package holder are unable to be provided for a period of less than 30 days, then the package holder will still remain liable for all package fees.
- 27) The company may withdraw all or part of each facility of the package or restrict the operating areas of the package due to the failure of services or for the purposes of maintenance, safety, special requirements on water or land, special regattas or events or for any other reason considered necessary. Compensation will not be given for such closures or restrictions.
- 28) Equipment damaged whilst in the client's care which is out of normal wear and tear will be charged to the client at normal retail price unless the additional insurance cover has been purchased when the terms of the insurance will be applicable.

- 29) Courses and hire of equipment may only be used by the package holder or holders. Package holders may not book the use of equipment under the package for any other person or allow any other person to use the equipment that they have hired.
- 30) The Company retains the right to restrict or curtail the use of its equipment for reasons of abuse, misuse, dangerous practice, safety, or for any other reason.
- 31) The package holder(s) hereby agree that they and all other persons/guests covered by this agreement will use the facilities of the Company and its grounds entirely at their own risk and that neither the company nor Queen Mary Sailsports shall have any liability whatsoever, either in tort or in contract, for any loss, injury, or damage whatsoever sustained by them. The package holder(s) accept full responsibility for their own use and for the use of any other persons covered by this agreement of all facilities, appliance, privileges or services whatsoever at their own risk and indemnifies and holds harmless the Company and Queen Mary Sailsports or their shareholders and directors, officers, employees, representatives, agents or lessors from any and all loss, claim, injury, damage or liability sustained or incurred by the package holder and all other persons covered under this agreement and/or their property howsoever caused unless caused wholly by the default or neglect of the company.
- 32) The package holder(s) hereby agree that they and all other persons/guests covered by this agreement are physically and mentally fit to proceed with the normal routines of exercise required for the sports of sailing and windsurfing and other activities undertaken on the site of the company and that the package holder and all other persons covered under this agreement agrees that neither the company nor Queen Mary Sailsports will be responsible for any injury, accident or loss suffered by the package holder or any other persons covered under this agreement resulting therefrom or otherwise.
- 33) The company is not responsible for the loss of personal items or damage to personal items and/or property or injury to the package holder either on the company site, facility areas, water, car parks or grounds.
- 34) Package holders warrant that they have read and will abide by to the rules and regulations of Queen Mary Sailing Club.
- 35) Package holders warrant that they have read the Safety Policy of Queen Mary Sailing Club and will be responsible for drawing it to the attention of their crews and guests.
- 36) Guests of the package holder must be accompanied by the package holder whilst on the company site. All guests must register with reception and pay any appropriate fee before using the company's equipment.
- 37) The following **Course Booking Terms and Conditions** apply to package holders booking courses:
- i) Although no payment is required for the booking of included courses, a full commitment to the course is essential at the time of booking.
 - ii) A minimum of three participants is required for courses to be run. Courses not achieving this size may be rescheduled.
 - iii) In the event of unsuitable weather the affected part of the course may be rescheduled.
 - iv) If a package holder makes a cancellation within 7 days of the start of the course and wishes to re-book then 50% of the cost of the course must be paid.
 - v) In the event that a package holder, through illness or otherwise, misses the start of, or any other part of, the course, The Company are under no obligation to offer completion of the course.
 - vi) Insurance against personal injury or accident or loss of/damage to personal equipment whilst on a course is the responsibility of the package holder. Loss or damage to equipment belonging to The Company is handled according the guidelines in the QM Select Information Booklet. Package holders using their own equipment do so at their own risk and The Company will accept no liability for damage or loss howsoever caused.
 - vii) The Company reserves the right to vary course details, dates and prices without prior notice.
- 38) The Company may cancel the membership of any package holder at any time without refund in the event of the package holder or any other persons covered by this agreement committing serious or repeated breaches of this agreement.
- 39) The Company retains the right to vary, add or eliminate any of the particular services and facilities provided within the agreement.