

Maritime Connection



In Association with Ailsa Sailing

Application Form – All Courses and Cruises

Name (Mr, Mrs, Ms, Miss) _____

Address _____

_____ Postcode _____

Tel : (Day) _____ (Night) _____ Fax _____

E-mail address _____ Course/Dates Applied for _____

Please give details of your boating experience. If none, write NONE _____

Please provide details of any medical treatment being received. If none, write NONE

Please provide details of any special dietary requirements. If none, write NONE

Declaration : I declare that to the best of my knowledge I am not suffering from epilepsy, disability, giddy spells, angina or other heart condition and I also declare that I am medically fit to undertake this course. Applicants in any doubt should consult their doctor.

Booking Conditions : I have read the conditions overleaf and agree to be bound by them.

Signature _____ Date _____

In the event of a class being cancelled at short notice Maritime Connection will be liable only for those fees already paid, and will assume no responsibility whatsoever for any circumstances arising from such a cancellation. Every attempt will be made to place the applicant on the next available course. The completed form should be returned to the address below.

Contact Number : In the event of you being ill or injured we may need to contact someone on your behalf. Please enter the name of the person you wish to be contacted.

Name _____ Address _____

_____ Tel No. : _____

How did you find out about us? _____

Troon Yacht Haven, Harbour Rd, Troon, KA10 6DJ

Tel/Fax : 01292 315492 Mobile 07885 497476

e-mail - mariconn@dial.pipex.com website – www.maritimeconnection.co.uk

BOOKING CONDITIONS –

DAY/EVENING COURSES

At the time of completion of an application form, a non-returnable deposit of £35 shall become payable and the balance shall be paid to Maritime Connection no less than 28 days prior to the commencement of the course or at the same time as the completed application form is returned if this is within 28 days of the course date.

CRUISES/RYA COURSES

- 1.1 Maritime Connection offers berths on a cruise or RYA course for a specified number of days at an agreed all-inclusive fee. An advance payment of £75 will be paid on the applicant signing the agreement. The balance of the fee will be paid no less than one calendar month before the start date.
- 1.2 In the event of the applicant giving notice in writing of cancellation:-
 - a) If the notice in writing of cancellation is given at least two calendar months in advance of the start date, the advance payment shall be forfeit, but the applicant shall have no liability for the balance of the fee. If Maritime Connection subsequently re-lets the berth for the period of the cruise/RYA course, the advance payment shall be refunded to the applicant less 50% to cover the expenses of the re-letting.
 - b) If the notice in writing of cancellation is given less than two months in advance of the start of the cruise/RYA course the applicant will be liable for the full balance of the fee but shall be entitled to find a replacement applicant who is acceptable to Maritime Connection.

Note: It is strongly suggested that applicants obtain travel insurance to cover themselves against cancellation.

2. OBLIGATIONS OF MARITIME CONNECTION

- 2.1 Maritime Connection will deliver the yacht to the to the specified start point at the start of the cruise/course in full commission, in good condition and with all gear and equipment complying with DTp regulations in force at the time for the specified cruising limits of the yacht. Maritime Connection does not warrant the fitness of the yacht in all conditions of weather for any particular cruise or passage within the cruising limits.
- 2.2 If for any reason Maritime Connection is unable to deliver the yacht to the starting location a refund will be made to the applicant pro-rata for each complete 12-hour period of such delay. If such delay exceeds 48 hours, the applicant shall have the right to terminate the agreement and receive a return of both cruise/course fee and advance payment without further liability of either party to pay compensation to the other.

3. INSURANCE AND DAMAGE

- 3.1 Maritime Connection will insure the yacht against all the usual marine risks with protection and indemnity insurance of at least £ 1,000,000. The Yacht insurance does not cover personal effects of any of the applicants.
- 3.2 If during the period of cruise/course the applicant is prevented from using the yacht through reason of breakdown of machinery or gear or by damage to the yacht which is not due wholly or in part to the applicant, or any member of the applicant's party's negligence, act or omission then a pro-rata return of the cruise/course fee shall be paid to the applicant for any period that the yacht is unfit for use. Engine breakdown is not considered to make the yacht unfit for use under the terms of this agreement.
- 3.3 If during the period of the cruise/course the yacht becomes a total loss then a pro-rata refund of the unexpired portion of the applicant's fee shall be made to the applicant.
- 3.4 Maritime Connection shall have no liability for death or personal injury to the applicant except where such death or injury is caused by the express act, default or negligence of Maritime Connection.

4 OBLIGATIONS OF THE APPLICANT

- 4.1 The applicant warrants that he is competent and medically fit to undertake the cruise or participate in the course of instruction. A Doctors note confirming medical fitness is required for all those aged 70 or over.
- 4.2 The applicant shall take good care of the yacht and all its gear and equipment during the period of charter. The applicant will replace any items or goods lost or seriously damaged by him during the duration of the course/cruise. After replacement of the damaged items, the applicant may retain any such goods replaced.

5. DISPUTES

- 5.1 In this agreement, the singular will include the plural, the male, and the female. The laws of Scotland shall resolve any disputes between the parties to this agreement. If any dispute between the parties arises out of the agreement it will be referred to Royal Yachting Association who may have an arbitrator appointed whose decision will be binding on both parties.