

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. This material may be used for future purposes by Dinghycoach. 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/tanktop.

Registration/Booking

- For current event costs and dates, please refer to our website, lanzarote.dinghycoach.com.
- Before booking onto a 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, authorised 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 banktransfer, 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 payed.
 - 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 charge will apply based on the cost of your booking (excluding any card processing fees and/or booking fees previously applied), as shown below.

Calendar days notice before start date	Refund applicable
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
Failore to attend	No refund will be given

- 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 endeavour 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

- Organising 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 or 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 authorised 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.

WEBSHOP

In General

Dinghycoach ("www.dinghycoach.com or lanzarote@dinghycoach.com") owns and operate this Website. This document governs your relationship with www.dinghycoach.com ("Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by Dinghycoach. Dinghycoach has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy Link]. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Dinghycoach will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Dinghycoach or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Dinghycoach and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Dinghycoach you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Dinghycoach retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be Dinghycoach or may in some cases be a third party. Where a contract is made with a third party Dinghycoach is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

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 trade marks, 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 trade mark owners. Where a trade mark 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.