



Irish National Sailing School & Club

West Pier, Dun Laoghaire, Co. Dublin

Tel: 01 2844195 Email: sailing@inss.ie

Junior Courses www.inss.ie

Adult Courses & Powerboat Training www.inssc.ie

School Sailing Booking & Consent Form

Name: _____

Address: _____

Telephone: _____

Emergency Contact: _____

Email: _____

Medical: _____

Undertaking by Parent:

By Signing this document I declare that I have read the booking conditions and declare that my child is physically fit to take part in the activities provided. I also commit that my child will behave in a way consistent with the ideals of his / her school and faces expulsion from the Sailing Course for failure to adhere to this.

Signed: _____

Terms & Conditions 2011

1. **Interpretation**

The following definitions and rules of interpretation shall apply in these conditions:

“Centre” means The Irish National Sailing School & Club, West Pier, Dun Laoghaire, Co. Dublin.

“Contract” means the contract between the centre and the customer for the provision of services.

“Customer” means any person, company, firm or any other legal entity, including any employees, agents or subcontractors which places an order or purchases a service from the centre.

“Service” means any course, product, service or facility offered by the centre to the customer.

2. **Application of Terms**

These conditions are the only conditions upon which the centre is prepared to deal with the customer.

3. **Safety**

Safety is of paramount importance on all of the centre’s courses. Watersports activities are by their very nature hazardous and customers and their guardians must accept that there are risks and the inevitable bumps and scrapes which happen during the thrills and spills of fast moving activities. The customer must comply with all safety and general instructions given by the centre and its staff.

4. **Health**

Customers participating in courses at the centre must expect to be involved in adventurous and strenuous activity. Customers must be in general good health and must satisfy themselves that the activity is within their abilities. The customer must make a true and accurate declaration of their health when booking and must make the centre aware of any medical conditions they have. The centre reserves the right to refuse a booking on medical grounds.

5. **Medical Attention**

The customer will permit for basic First Aid to be administered by a suitably qualified member of staff where considered necessary or by a qualified medical practitioner. The customer authorises a qualified medical practitioner to provide emergency treatment or medication if necessary.

6. **Unruly Behaviour**

Customers are required to have consideration for others at the centre. If, in the centre’s reasonable opinion, the customer or any member of their party is behaving or likely to behave in such a way as to cause danger, upset or distress to any third party or damage to property, the centre is entitled without prior notice to expel the customer immediately. No refunds will be made and customers are liable for any damage caused.



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7. Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in the centre's brochures, website and other materials shall at all times remain the property of the centre.

8. Photographs

Photographs taken on the centre's courses may appear in our brochures and marketing materials. If a customer does not wish to be photographed this should be raised with the Centre Manager in writing.

9. Data Protection

Personal information requested by the centre at the time of booking or any subsequent information is held in its original form and on computer. The centre is the Data Controller for the purposes of the Data Protection Act 1988 and will process your data in accordance with the act. The centre will not divulge your information onto Third Parties. By providing us with your information to process a booking, you agree that your personal information can be:

- a) Held and accessed by the centre's authorised staff
- b) Used to contact you in the future either by email or post to send you e-news and general information. You can exercise the right to opt out of e-news by sending an email with the subject "UNSUBSCRIBE" to info@inssc.ie

10. Circumstances Beyond our Control

The centre shall have no liability to the customer under the contract if it is prevented from or delayed in performing its obligations under the contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including (but not limited to) acts of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock outs or other industrial disputes, failure of a utility service or transport network, compliance with any law or governmental law, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or default of suppliers or subcontractors.

11. Equipment

The centre reserves the right to provide sailing craft other than those specified at time of booking.

12. Rights of Third Parties

A person who is not a party to this agreement (except where applicable) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

13. Waiver

The centre reserves the right to waive any or all of the conditions.

14. Applicable Law

The contract and any dispute or claim arising out of it or in connection with it shall be governed by and construed in accordance with Irish Law. The customer irrevocably agrees that any dispute that arises shall be dealt with under the exclusive jurisdiction of the courts of The Republic of Ireland.

15. General

The customer will release the centre, its officers, directors, employees, volunteers, agents and sponsors from any liability no matter how arising with his / her attendance, play and transportation related there.

16. Understanding of Terms and Conditions

The centre's acceptance of any booking will only be done subject to your acceptance of these conditions. Payment of a deposit and / or a consent signature of the customer (parent / guardian if under 18 years) will be regarded as evidence of acceptance of and consent to these conditions.