TERMS AND CONDITIONS (DETAILED)

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Nortical Limited, trading as theyachtskipper.com, a Private Limited Company registered in England under number 8208100, whose registered address is 20 Gorselands Court, Glenmoor Road, Ferndown, BH22 8QF.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Calendar Day"	means any day of the year;
"Contract"	means the contract for the provision of Services, as explained in Clause 3;
"Deposit"	means an advance payment made to Us under sub-Clause 5.5;
"Month"	means a calendar month;
"Price"	means the price payable for the Services;
"Services"	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
"Special Price"	means a special offer price payable for Services which We may offer from time to time;
"Order"	means your order for the Services as attached;
"Order Confirmation"	means Our acceptance and confirmation of your Order as described in Clause 3;
"We/Us/Our"	means Nortical Limited, trading as theyachtskipper.com, a Private Limited Company registered in England under number 8208100, whose registered address is 20 Gorselands Court, Glenmoor Road, Ferndown, BH22 8QF.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, **[**text message,**]** fax or other means.

2. **Information About Us**

2.1 Nortical Limited, trading as theyachtskipper.com, is a Private Limited

Company registered in England under number 8208100, whose registered address is 20 Gorselands Court, Glenmoor Road, Ferndown, BH22 8QF.

2.2 Nortical Limited is not VAT registered.

2.3 Theyachtskipper.com uses skippers who are fully commercially endorsed RYA Yachtmasters and, in the case of Graham Stansbury, MCA Master 200 and RYA YMI qualified.

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

3.4.1 The main characteristics of the Services;

3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);

3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

3.4.5 Our complaints handling policy;

3.4.6 Where applicable, details of after-sales services and commercial guarantees;

3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

4. Orders

4.1 All Orders for Services made by you will be subject to these Terms and Conditions.

4.2 You may change your Order at any time before We begin providing the Services by contacting Us.

4.3 If your Order is changed We will inform you of any change to the Price in writing.

4.4 You may cancel your Order within 48 hours of placing it. If you have already made any payments to Us under Clause 5 (including, but not limited to the

Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 10.

4.5 We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

5.1 The Price of the Services will be per written quotation. If the Price shown in your Order differs from Our current Price as shown on Our website We will inform you upon receipt of your Order.

5.2 If We quote a Special Price which is different to the Price shown in Our current webpage, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

5.3 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

5.4 All Prices are exempt from VAT.

5.5 Before We begin providing the Services, you will be required to pay a Deposit, being a proportion from 20 – 50%, of the total Price for the Services. The due date for payment of your Deposit will be included in the relevant invoice.

5.6 In certain circumstances, if your Order is cancelled, your Deposit will be retained or refunded in full or in part. The amount due will be calculated based upon the Price for the Services, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clause 4.4 if your Order is cancelled within 48 hours, sub-Clause 4.5, or to Clause 10 if the Order is cancelled by You after 48 hours .

5.7 The balance of the Price will be payable on a 6 weeks basis in advance of the provision of the Services.

5.8 We accept the following methods of payment:

5.8.1 BACs transfers;

5.8.2 Cheques;

5.8.3 PayPal payments.

5.9 If you do not make payment to Us by the due date as shown in/on the Order Confirmation We may charge you interest on the overdue sum at the rate of 3% per annum above the base lending rate of Barclays Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after

judgment. You must pay any interest due when paying an overdue sum.

5.10 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the yachting sector, and in accordance with any information provided by Us about the Services and about Us.

6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.

6.3 We will continue providing the Services for a period of 2 days, 7 days or as agreed.

6.4 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.

6.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Examples of what we may require include: vessel details, passport details or details of RYA qualifications, medical and dietary requirements, next of kin.

6.6 If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.

6.7 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).

6.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.

6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).

6.10 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.10.

7. Problems with the Services and Your Legal Rights

7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request

that you inform Us in writing as soon as is reasonably possible.

7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply and We may charge you for remedial work.

7.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Liability

8.1 If providing the Services on a privately owned vessel, it is a requirement that the vessel's insurances cover damage to that vessel and other vessels (including third party liability) when a professional skipper is on board. For yacht delivery it is a requirement that the named skipper be added to the vessel's insurance policy for the duration of the delivery. Failure to provide evidence of this will result in the suspension of Our Services. No liability is accepted by Us for damage to any vessel, except as described in sub-clause 8.2.

8.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

8.3 Responsibility is not accepted for personal accidents, damage or loss attributable to your negligence, recklessness or gross misconduct.

8.4 Personal Insurance. If taking part in a yacht trip organised by Us, you are

strongly advised to arrange your own insurance at the time of booking to cover against personal accident, cancellation, medical and repatriation etc.

8.5 We provide Services for private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By making your Order, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

8.6 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence; or for fraud or fraudulent misrepresentation.

9. Events Outside of Our Control (Force Majeure)

9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

9.2.1 We will inform you as soon as is reasonably possible;

9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

9.2.5 If the event outside of Our control continues for more than 2 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10. Cancellation

10.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.

10.2 Prior to Us having begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 6 weeks' written notice. If you have made any payment to Us for any Services We have not yet provided less the Deposit paid, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

10.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 10.3.1, you will not be required to make any payments to Us. You will not be required to give 6 weeks' notice in these circumstances:

10.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 1 week of you asking Us to do so in writing; or

10.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or

10.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4); or

10.3.4 We change these Terms and Conditions to your material disadvantage.

10.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.

10.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 2 weeks written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

10.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 2 weeks' notice in these circumstances:

10.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or

10.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 7 days of Us asking you to do so in writing; or

10.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).

10.7 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Us under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Communication and Contact Details

11.1 If you wish to contact Us, you may do so by telephone at +44 7407 712395 or by email at info@theyachtskipper.com.

11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

11.2.1 Contact Us by email at info@theyachtskipper.com; or

11.2.2 Contact Us by pre-paid post at Nortical Limited, 20 Gorselands Court, Glenmoor Road, Ferndown, Dorset, BH22 8QF.

12. Complaints and Feedback

12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Our website.

12.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:

12.3.1 In writing, addressed to The Director, Nortical Limited, 20 Gorselands Court, Glenmoor Road, Ferndown, Dorset, BH22 8QF.

12.3.2 By email, addressed to The Director, Nortical Limited, info@theyachtskipper.com.

12.3.3 By contacting Us by telephone on +44 7407 712395.

13. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Notice available from theyachtskipper.com/privacy.

14. Other Important Terms

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales**.**

15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

15.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.