

## Oceanwest Charters Sailing School Terms and Conditions

**1. BOOKINGS:** Will be confirmed once the Booking Form is received, completed in full and signed, one form per Student with the minimum Deposit/ Balance.

**2. CONFIRMATION:** The School will confirm the booking by email or post.

**3.1 PAYMENT:** The course fees can be paid in full at the time of booking, or to reserve a place on a practical course, a non refundable deposit of \$595 is required at the time of booking, with the balance payable 28 days before the course start date. To reserve a sailing package and begin the theory course, a non refundable deposit of \$1190 is required with the balance payable 28 days before the course start date. If the booking is within 28 days of the date of any course then the full course fee is required. Theory courses / Diesel Engine courses are payable in full before commencing the course and payments are non-refundable. Access to the Navathome online theory course is for six months, after which a \$60 admin fee is payable for another 6 months access. If within 28 days prior to the course the Student has not paid the balance of the fee, the School reserves the right to sell the Student's berth and their deposit is forfeited.

### 3.2 CANCELLATION POLICY

Student Withdraws/Reschedules	More than 28 days prior to course commencement	Fees can be transferred to a future course or a full refund less the deposit
Student Withdraws/Reschedules	Less than 28 days prior to course commencement	No refund will be given unless Oceanwest Charters can fill that booking with another student. Deposit is non refundable.
Student Withdraws/Reschedules	After commencement of the course	No refund will be given
Oceanwest Charters cancels the course		A full refund will be given unless the cancellation is caused by Force Majeure. Fees can be transferred to a future course. Oceanwest Charters shall not be liable for incidental expenses such as travel costs etc.

**4. TRAVEL INSURANCE:** The school strongly recommends travel insurance to cover the inability to attend a course or leaving a course early due to illness or injury as we cannot refund the course fees if a course is cancelled within 28 days of the course date unless we can sell the position to another person.

**5. COURSE DURATION:** Weekend courses from 0900 hours Saturday until approximately 1600 hours the following Sunday. Five day courses are from 0900 Monday until 1600 hours the following Friday. These times are dependent upon the weather conditions and the Instructor's/ Skipper's decisions and the seaworthiness of the vessel at the time.

**6. DELAY/ NON ARRIVAL:** Aim to arrive at least 15 minutes prior to the start of the course as the group will leave for the yacht at 9am for the start of the practical courses. If a student cannot attend their course through illness or commitments elsewhere it is requested that the School be contacted as soon as possible. Every possible attempt will be made to mitigate the Student's costs, to let the berth elsewhere. If successful the Student will be able to rebook for another course. If unsuccessful the student will be expected to pay the full fee. Any Student, who fails to arrive, for any reason whatsoever including illness and has not notified the School, will automatically forfeit the total monies paid and no liability by doing so shall attach to the School whatsoever.

**7. UNDER 18's.** 12-17 year olds accepted when sailing with parent or guardian. All Booking Forms for children under 18 are to be signed by parent or guardian, stating this fact after the signature.

**8. INSTRUCTION ON YOUR OWN YACHT:** All conditions herein apply, plus the Student will be expected to reimburse any travelling or out-of-pocket expenses for the Instructor from the school's base to wherever the vessel is lying, and the return journey plus salary. The student's vessel will be expected to be equipped to the minimum RYA / AS standards and provide the Instructor with all bedding and victualling whilst on board.

Please allow for the instructor's travelling time as a percentage of the daily rate quoted with additional day's leeway to allow for adverse weather. The Instructor is at no time in charge of the vessel. The owner will remain master of the vessel and accept all responsibility for the vessel. Oceanwest Charters are not responsible, nor liable for any damage whilst our instructor is on board.

**Insurances:** The Student must notify his Insurance Company that our Instructor will be providing instruction for the duration agreed and that the Student's insurance is Fully Comprehensive and covers all aspects of normal marine insurance for the area in which the yacht is expected to sail.

**9. HEALTH:** Students with special medical problems should check that their GP considers them safe to sail and advise the School of the condition when booking, and advise both the Principal and Skipper when reporting for the course. Remember to bring any personal medication necessary.

**10. SKIPPER'S/ PRINCIPAL'S DECISIONS:** The Principal's decision is final at all times, at the School's property and the School's vessel until the Skipper takes over.

Skipper's Decisions: From the moment the Skipper steps onboard the yacht in accordance with marine practice, the Skipper's decisions are final always. All crew/ students will accept all orders and decisions given to them by the Skipper at all times whilst onboard the School's vessel or ashore, for the duration of the course until the course is complete and the Skipper is no longer onboard the vessel. The Skipper's authority is total day and night in accordance with Marine Law. If for any reason whatsoever a Student does not accept an order from the Skipper or his designated substitute, whether the Student considers it to be reasonable or not, the Student shall be considered to be in breach of his Articles of sailing. The Skipper shall take any action or decision he considers fit for the wellbeing of the vessel and crew. If the Student is placed ashore at the nearest port, no liability whatsoever shall attach itself to the School and neither shall the Student have any claim for any costs or expenses or unused portion of the fee. The Student shall also have no claim for costs or expenses against the Skipper or School as a result of actions taken by the Skipper.

**11. SEA TIME:** Every attempt will be made to give pupils maximum sea time. However, if in the Skipper's opinion, weather conditions, safety or any other considerations renders it imprudent to remain at sea and the yacht returns to a safe haven, then the Skipper's decision is final.

**12. VESSEL CHANGE:** If, for any reason, the School is unable to fulfil a booking or a vessel becomes unseaworthy for any reason whatsoever, the School will inform the Student immediately the knowledge is available. No liability shall attach itself to the school beyond the refund of the full fee paid by the student (s) or unused portions thereof.

**13. SCHOOL INSURANCE:** The school is insured for Instruction. However Student's needs vary. The School strongly advises that the Student obtain their own insurance for Sickness, Illness, School Fees, Illness or Accident onboard, or any other reason the Student considers prudent for his personal life style or well being. The Student agrees the School Insurance Policies are adequate and the Policy is available, on request, for inspection.

**14. DISCLAIMER:** Yachting activities contain an element of risk. It should be understood that participation in these activities is your decision and at your risk. Oceanwest Charters (or its Owners, Directors or employees) are not liable for any loss or damage whatsoever to any student or other person, or any property of any student or other person arising from the conduct of the course. Oceanwest Charters (or its Owners, Directors or employees) are not liable for any claims for any loss or damage arising from any act or omission on its or their part in connection with the course. Oceanwest Charters (or its Owners, Directors or employees) shall not accept claims and shall not be liable at any times for claims or expenses caused by circumstances beyond their control.

**15. CERTIFICATES:** The School's standards of instruction are high and certificates will only be issued at the end of a course if, in the opinion of the School's Instructors and Principal, the Student has reached the necessary standard as set out in the RYA handbook. The School's Principal and Instructor's decision shall be final and accepted by all Students.

**16. DUTIES ONBOARD:** All students will be expected to participate in cooking, cleaning the vessel and routine maintenance as required by the Instructor. At the end of the course all Students will be expected to clean the vessel from stem to stern.

**17. LOST PROPERTY:** The school is not to be held responsible for any articles of clothing or other property left on a vessel or on school property. Please ensure you take all your belongings with you when leaving the yacht or school.

**18. ACCOMODATION ONBOARD:** All accommodation is on a shared basis. Cabins will be allocated upon arrival and Students are not guaranteed to have a cabin. When necessary, a berth will be made up in the saloon.

**19. MEALS:** All meals are included for 2 day and 5 day courses starting with lunch on the first day and ending with lunch on the final day. Provisioning for breakfast, lunch and dinner will be provided with tea, coffee and some beverages. Students are advised to bring any additional snack items and drinks with them.

**20. ALCOHOL:** The consumption of alcohol is only permitted at the discretion of the Instructor / Skipper and only at the end of the day's instruction.

**21. SMOKING:** A strict non smoking policy is enforced on all sailing school vessels.

**22. ILLEGAL SUBSTANCES AND CONTRABAND:** We reserve the right to terminate without notice, the sailing course of any student who brings aboard any illegal substances or contraband. Upon such termination our responsibility for your course ceases and we will not be liable for any costs incurred by the student.

**23. COMPLAINTS:** If you have any problems during your course, please bring the matter to the attention of the Instructor / Skipper, who will endeavour to resolve the matter immediately. If you feel that the matter was not resolved satisfactorily, please feel free to write to the Principal of the school. In the unlikely event that the matter could not be resolved amicably between us, then it is agreed that the parties will refer the dispute to an arbitrator to be appointed by mutual agreement of the parties or failing such agreement, as appointed by the President for the time being of the WA Law Society.

**24. Social Media:** We regularly update our social media web pages with photographs of students and activities undertaken. Full names will not be used. Please inform us if you do not wish to have your photo or name used.