

## Terms and Conditions

### **DEFINITE BOOKINGS:**

Bookings will be deemed definite once the terms and conditions are accepted.

### **CONFIRMATION:**

The School will confirm the booking, via email or in writing, within 5 days of receipt of the non-refundable deposit.

### **PAYMENT:**

- 1 A non-refundable deposit is required for any booking
- 2 The balance of payment is due prior to commencement of the course. Payment can be made by cash or card. Card transaction will take place in Turkish Lira. Cash payments can be made in Turkish Lira, Euros, US Dollars or Pounds Sterling (with the exception of Scottish or Channel Island bank notes)

### **CANCELLATION/DELAY/NON ARRIVAL:**

Upon enquiry of the availability of the training spaces, a minimum of 20% deposit of the value of the course is to be made. This will secure a place on the selected course. If you cancel at least 30 days prior to the start of the course, you will receive a full refund minus a 10% administration fee. If you cancel between 30 and 15 days prior to the start of the course, you will receive 50% refund. If you cancel less than 14 days prior to the start of the course, you will not receive a refund. Cancellation MUST be made in writing to [tuition@sailinglifeacademy.com](mailto:tuition@sailinglifeacademy.com). Should circumstances mean that you need to transfer to another course date, this can be accommodated when possible.

### **NON-ATTENDANCE:**

If you do not attend a course, and you have not previously informed us, the full course fee remains payable. Non-Attendance due to a compelling reason requires proof by a medical professional.

**COURSE DURATION:**

- 1 Practical 2, 3, 4, 5 & 7 day courses, from approximately 15:00 on the first evening until 16:00 hours on the last day or otherwise stated on your booking confirmation. Theory courses, from approximately 09:00 on the first day until 17:00 on the last day.
- 2 Note that these are only a guide and any variation will be made prior to the course commencing.
- 3 The School reserves the right to make any changes to the length of course, changes to start and finish times or any amendment due to weather conditions so long as they remain in line with RYA Guidelines and/or approval.

**LATE RETURN OF SAILING VESSEL:**

For whatever reason beyond the date of the course the students can stay on board at the company's victualing expense. No liability shall extend beyond this.

**UNDER 18'S:**

Under 18's accepted when sailing with parent or guardian. For students under 18 these Terms and Conditions must be accepted by the parent or guardian and consent forms completed.

**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 SLA base to wherever the vessel is lying, and the return journey plus salary on a pro-rata fee rate, if applicable.

- 1 The Student's vessel will be expected to be equipped with the minimum RYA safety equipment in a good state of repair
- 2 The Instructor must be provided with accommodation either ashore or in his/her own cabin on board and all food and drink is to be provided at the students expense both on board and ashore.
- 3 If the Student's vessel is over 50 miles from the SLA base and it is not possible for the Instructor to get to the Student's vessel within 2 hours, please allow pro-rata fees.
- 4 Insurances: The Owner must notify his Insurance Company that there will be a qualified Instructor on board delivering tuition but the Owner remains the Skipper at all times. It is also agreed that the Owners Insurance is Fully Comprehensive and covers all aspects of normal marine insurance for the area in which the Skipper is expected to sail, with additional day's leeway to allow for adverse weather

**FOREIGN PORTS:**

Please take your passport on any course in the event of calling into any foreign country, whether intended or not. A Student must seek permission from the Skipper for anything he brings on the School vessel whilst in a foreign port. He shall indemnify the SLA, its employees and staff, against any actions that may result from breach of this rule.

**SKIPPER'S/PRINCIPAL'S DECISIONS:**

The Principal's decision is final at all times, on any of the School's property and the School's vessels, until the Skipper/Instructor takes over.

- 1 Skipper/Instructor's Decisions: From the moment the Skipper/Instructor steps on board the instruction vessel in accordance with marine practice, the Skipper/Instructor's decisions are final always.
- 2 All crew/students will accept all orders and decisions given to them by the Skipper/Instructor at all times whilst on board the School's vessel or ashore, for the duration of the course, until the course is complete, and the Skipper/Instructor is no longer on board the vessel. The Skipper/Instructor's authority is total day and night in accordance with Marine Law.
- 3 If for any reason whatsoever a Student does not accept an order from the Skipper/Instructor 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/Instructor 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 redress for any expenses or unused portion of the fee. Neither any redress against the Skipper/Instructor or School as a result of actions taken by the Skipper/Instructor.

**SEA TIME:**

Every attempt will be made to give pupils maximum sea time. However, if in the Skipper/Instructor's opinion weather conditions, safety or any other consideration renders it imprudent, the Skipper/Instructor's decision is final.

**VESSEL CHANGE:**

If the School changes vessels, due to any vessel becoming unsuitable, for any reason whatsoever, or a vessel is delayed, this in no way affects the validity of the booking of the Terms and Conditions stated herein they remain good.

**SCHOOL CANCELLATION:**

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.

**SCHOOL INSURANCE:**

The School is insured for instruction. However Student's needs vary. The School strongly advises that the Student obtain their own insurance. The Student agrees the School Insurance Policies are adequate and the Policy is available, on request, for inspection at SLA.

**DISCLAIMER:**

- a) No liability is accepted for any Student's vehicles parked in the Marina grounds, or Student's Possessions in the vehicle, on the pontoons or in the Schools vessels or accommodation.
- b) No liability is accepted for Students whilst on School grounds, in any of the School properties, on ladders, pontoons or vessels and all Students participate in any aspect of any course at their own risk.

**BREAKAGES OR DAMAGES:**

Howsoever caused must be immediately notified to the Skipper/Instructor or Principal. Students shall be liable for any loss or damage to School equipment, vessel's equipment, up to and including the first £100 per item.

**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. The School's Principal and Instructor's decision shall be final and accepted by all Students. No refund will be offered to unsuccessful students however the School will endeavor to assist the pupil with their action plans in any way possible at the students' expense.

**DUTIES ONBOARD:**

- c) All Students will be expected to participate in cooking and cleaning of 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.
- d) Students who stay on board for an exam are required to clean the boat once the examiner has left. Failure to do so will incur a cleaning charge of £100 which will be divided between all students on board.

**DISPUTE:**

Any dispute should be brought to the attention of the skipper/Instructor or principal at the earliest opportunity to be resolved. In the event of a dispute not being settled by mutual agreement, it is agreed that this agreement (contract) shall be governed by the laws of Turkey and the parties submit to the non-exclusive jurisdiction of the courts of Turkey in respect of and dispute or difference between them arising out of this agreement (contract).

It is further agreed all agreements between customers, clients and Students and staff of the SLA shall be governed by Turkish Law, even when the dispute occurs outside Turkish territorial waters.

Any unresolved dispute related to any RYA element of the training should be directed to:

Vaughan Marsh, RYA House, Ensign Way, Hamble, Southampton, SO31 4YA, UK or by email [training@rya.org.uk](mailto:training@rya.org.uk)

#### **DATA PROTECTION:**

The school will not pass or sell on any of your personal details to any third party with the exception of the Royal Yachting Association for the purposes of certification registration only. By making a booking with the school you will be added to our mailing list to receive latest news and offers, you will have the opportunity to opt out if you wish via these mailings. The School will hold your personal details on a secure server in order to keep information regarding your past and future bookings. SLA will not use your personal information for any reason other than enabling SLA on behalf of Skippers Online. This information is collected by SLA and is not passed on to any other organisation. Payment information for the purpose of logging you into the Skippers Online admin will not be retained once the payment is made. Your name and email address will be entered on [www.skippersonline.com](http://www.skippersonline.com) in order to create your user account. Your postal address will be provided in order to send your student pack. You will have access to the site for eight months in order to complete your online course. During this period, your personal information will be held on the website by Skippers Online and may be available to SLA who may have access to the Skippers Online database. This period maybe extended should you wish to extend your course access. On completion of your course, your name and email will be retained by Skippers Online for the purpose of recording details of the course and any certification you gain as a result of it. This information allows Skippers Online to record your certification. Your Instructor will not hold any information for the purposes of Skippers Online student support after this date. Please note that this agent may hold information to enable provision of other training not associated with the Skippers Online course. Should you not complete the course in the given time frame, your name and email will be retained by Skippers Online for the purpose of recording details of the course. This information allows Skippers Online to retain a record of coursework you have completed. If you would like your personal data removed from [www.skippersonline.com](http://www.skippersonline.com) prior to the end of your access period or at any time before you have completed your course, you can request it by email. Please contact [instructor@skippersonline.com](mailto:instructor@skippersonline.com) giving your name and email address and the course you would like to delete. Please note that if you request deletion of your account before you have completed your course, your access to the course and records of your progress will be lost. If you would like details of your online course removing from the Skippers Online database when you have completed the course, please email your request to [instructor@skippersonline.com](mailto:instructor@skippersonline.com) giving your name and email address. Please note that removal of course details from the Skippers Online database, means that any certification gained as a result of this course will not be verifiable by Skippers Online, nor would Skippers Online be able to help with a replacement certificate. Full details of how Skippers Online will deal with your personal information is given in the Skippers Online terms and conditions.

Failure to make payment in full before the start of the course will result in the loss of any deposit already made, exclusion from the course and possible recourse for loss of earnings.