



## Langkawi Sailing School

### BOOKING CONDITIONS

1. A 25% deposit is payable at the time of booking. This deposit is not returnable if you cancel. We will then send your Booking Confirmation. The balance is payable in full 6 weeks before the course starts. If the balance is not received at this time, we reserve the right to re-sell the course. Course Joining Instructions will be sent out on receipt of the balance payment. If there is less than 6 weeks to go before the course date, the fee is payable in full at the time of booking.
2. If for any reason we are unable to run a course, we will refund all fees paid and our liability will cease thereafter. Short delays to rectify technical failures or damage to a yacht are rare but they are a normal risk of sailing. If a delay exceeds 30 hours Langkawi Sailing School will reimburse you pro-rata for the time lost. Delays or diversion due to exceptional weather are very rare and usually quite limited but in any such case Langkawi Sailing School will be under no obligation to provide compensation and will have no liability for consequential loss.
3. If you have to cancel before 6 weeks before the course start date, we will refund the fees paid less the 25% deposit. If you cancel with less than 6 weeks to go you remain liable for the full amount, although we will try to fill your place and repay you the fee less deposit should we succeed. The Course fee cannot be re-funded for any reason once the Course has been started.
4. The minimum age for all cruises and courses is 16 years, unless an exception is agreed in writing. Exceptions may be agreed where a responsible adult accompanies the minor. Young people under the age of 18 must be accompanied by a responsible adult.
5. Langkawi Sailing School, their servants, agents and employees are not under any liability whatsoever in respect of personal injury, loss or damage to effects, howsoever caused, while you are attending a cruise or course.
6. Langkawi Sailing School is a commercial organisation and is unable to make refunds of deposits in any circumstances or of balances in case of late cancellation (unless we fill the place). We strongly recommend you take out travel insurance to cover loss of personal effects, medical expenses and cancellation.
7. While you are aboard the boat you must accept the authority of the skipper in all matters concerning the operation of the yacht and the safety of you and all others aboard.
8. Our courses involve a variety of physical activities, such as climbing on and off the boat, handling lines and winches, raising and lowering sails, launching and recovering dinghy from the beach. If you are in doubt about your ability to participate in the course, please seek medical advice, or contact us for more information. Before booking please ensure that you have honestly declared any illnesses or disabilities. These will not necessarily preclude you from taking part, but it is essential to the safety of you and others that the skipper is aware of them. If new medical conditions arise or existing ones change between booking and sailing, please advise Langkawi Sailing School in writing or the skipper on joining.
9. Please note that for all offshore sailing, it is customary for crews to participate in domestic duties aboard including cooking and light cleaning.
10. Before booking, please satisfy yourself that you have received adequate guidance on the suitability of the cruise or course you are joining.
11. Any complaints are to be forwarded to the School Principal in writing, within 28 days of completing your Course. These will be investigated and we will inform you of the action we intend to take to resolve the problem. We are committed to providing a first-class service and take any complaints very seriously.
12. By making an enquiry with us, or buying any goods or service from us, you agree to us holding your information on electronic and/or paper file and to us contacting you with future offers, news and product information. You may at any time inform us by email or in writing that you no longer want to

hear from us. Langkawi Sailing School will never share your details with anyone else, except the RYA for all centrally held records (unless required to do so by law). You have the right to access your information at any time and alter it or remove it if required. For more information about our Privacy Policy click the link here.

13. Photographs may be taken while participating in these programmes which may be used for publicity purposes, and you hereby give your permission for any such photographic likeness to be used in all forms of media for the promotion of Langkawi Sailing School.

14. Online Courses. (Day Skipper Theory, Coastal Skipper Theory, and Yachtmaster Ocean Theory, shorebased courses)

These are delivered by Navathome, an RYA Recognised Training Centre specialising in online training. There is a 6-month access period with an admin fee to extend.

14.1. The contract is between Navathome.com and the student.

14.2. Under Navathome.com and consumer protection (Distance Selling) regulations you have a statutory cooling off period of 14 business days from the day you receive your course. During this period, you can cancel your purchase up to 14 days from the day of purchase. At any time during this period you can notify the training centre that you wish to cancel your contract with us and we will give a full refund including any delivery charges. The course materials must be returned in an 'as new' condition and the postage paid. If the course materials are being returned because they are faulty then the training centre will refund any postage costs. Access to the online course material is terminated immediately. You will not be able to claim a full refund if the course material has been damaged or if you have no proof of purchase. The training centre reserves the right to deduct for the net cost of any missing or damaged course materials and postage.

14.3. Once payment has been made and booking confirmed, students will be sent the student pack and be supplied with the log in information to access the online course. The student pack will be sent on the next working day and delivery to Europe is included in the course price. Additional fees may be applied to addresses outside of these areas. Navathome will not be held responsible for any duty or expenses incurred in the country of delivery.

14.4. There is an extendable access period of 6 months set for the course. An admin fee of £30 is charged for each time the course is extended. If the access lapses it can still be extended anytime within a period of 3 years from the date the access period lapsed. If a course remains dormant for more than 3 years, (has lapsed and not been extended within a period of three years) it will be terminated and the log in removed. Once a student has passed the assessment their course is complete and their access terminated.

14.5. Students must have access to the internet and email to complete the course.

14.6. The course is not transferable and access is for the applicant only.

14.7. Please check that the free trial runs on your device before booking. The courses do not use a platform, so work on most devices including iPad, iPhone, PC, Mac, Android etc. There are some issues with the free chart plotter simulator provided by the RYA. It works on PC and Mac, but not on mobile devices. It is not essential to the courses, so can be worked around if a student does not have access to PC/Mac based units.

14.8. Students should be at the correct level for the course being taken. No previous experience is required to take the Day Skipper theory course. Day Skipper level theory is required for the Coastal Skipper/Yachtmaster Offshore theory and Coastal Skipper/Yachtmaster Offshore theory is required before taking the Yachtmaster Ocean theory.

14.9. We will provide online backup and land line telephone backup as required by each student and every endeavor will be made to help students achieve their aims.

14.10. We will not disclose information about students unless we are legally obliged to do so or a student has agreed in writing in advance.

14.11. By enrolling, you confirm that we may hold necessary business information about you including your name, address, course booking, payment and course record. No credit card information is held by Navathome.

14.12. Any contract between you and us shall be governed by English law and the courts of England and Wales shall have non-exclusive jurisdiction over any dispute.

- 14.13. All dealings, correspondence and contact between us and you shall be made or conducted in the English language.
- 14.14. Every effort has been made to ensure the accuracy of course information. However, we cannot accept any liability for errors, omissions or inaccuracies in the course content. We continuously improve the course content and we do welcome any feedback from students which improve the quality of the course.
- 14.15. All online material has been written and is under copyright to Navathome.com Ltd. No part of the online documents can be reproduced, stored in or introduced into a retrieval system, or transmitted in any form or by any means, (electronic, mechanical, photocopying, recording or otherwise) or for any purpose, without the express written permission of Vic and Lyn Punch. Course material should be treated as for any copyrighted material.