

# **Terms And Conditions**

# This is a contract between Navathome.com Ltd. and you, the student. When placing an order for our products you are in agreement with these terms of sale and GDPR policy.

#### **Refunds and returns**

Under Navathome.com Ltd and consumer protection (Distance Selling) regulations you have a statutory cooling off period of 14 business days from the day you book your course. At any time during this period you can notify Navathome.com Ltd that you wish to cancel your contract with us. Your course fees will be refunded on return of the undamaged, unused training materials.

The course materials must be returned to our distributor in an 'as new' condition and the postage paid. Should a refund be requested the access to the online course material will be 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. Navathome.com Ltd reserves the right to deduct for the net cost of any missing or damaged course materials and postage.

#### Payments

Payments of course fees are due, in full, at the time of enrolment. Payment can be made by bank transfer, online or by telephone.

Once the payment has been made and we have confirmed the receipt of the payment, students will be sent the student pack and be supplied with the login information to access the online course.

Your course access period starts from the date the payment is received and you are logged into the system.

Local taxes and import duties on student packs are not included and may be added by local customs for deliveries outside of the UK.

#### **Student Packs: Postage**

The student pack will be sent on either the same day or the next working day and courier delivery to the UK is included in the course price. Additional fees may be applied to addresses outside of these areas for courier delivery. A full list if shipping fees can be found on the booking page of the website.

All packs are sent with tracking information and should be signed for upon receipt in accordance with the delivery service provider's policy. Recipients must be available to receive the pack and Navathome.com Ltd will not be accept responsibility for any packs lost due to the recipient being not available to receive them.

Navathome.com Ltd will not be held responsible for any duty or expenses incurred in the country of delivery.

#### Student Packs: Packs sent to 'Care Of' addresses

Should a student be unable to receive their pack delivery they can use a 'care of' address. However, if lost, Navathome.com Ltd will not be held responsible for a pack sent to a 'care of' addresses of any type including business, marinas, relatives etc.

Replacement packs for those lost after delivery will be at the sole expenses of the purchaser including postage and handling fees.

#### Student Packs: Pack contents

Pack contents must be checked on arrival. A list of the contents is provided in your course information available from your main menu page. No replacements for breakages or missing items will be made after the fourteen day returns period.

#### Course expiry and course access extensions

There is an initial access period of 6 months. Your course access can be extended at any time for up to two years after your initial or extended course access period has expired for an admin fee of £30.

Access lapses completely and your log in is deleted if your course has expired and you have not extended within two years of your course access expiry date.

Once you have completed the coursework and passed the assessment, your course is completed and your course access is terminated. You can request access to the revision course at this time.

#### Issuing of your RYA theory course certificate

Theory certificates are issued in line with the RYA guidelines and only once the required standard of knowledge has been demonstrated within the assessment process. Theory certificates will be dispatched by a local postal service which does not include tracking as standard. Should you require courier delivery for your theory certificate, please ask your instructor to confirm the fee for the provision of this service before registering your details. Certificate requests are processed within seven working days following confirmation of you having passed the final theory assessment. If the theory certificate has not been received within one month following the registration of your details, please notify us for further advice.

Replacement theory certificates may be issued for lost certificates, subject to your course completion records remaining available. There will be a fee of £25 payable, plus shipping/courier fees, as appropriate.

#### **Internet** access

You must have access to the internet and email to complete the course.

#### Users

The course must be completed by you, the student, only and cannot be shared. The course is not transferable, and access is for the applicant only.

#### Compatibility

Please check that the free trial runs on your device before booking. The courses do not use a platform, so they work on most devices including iPad, iPhone, PC, Mac, Android etc.

Please contact us immediately if you experience any compatibility issues or problems with the course.

# Pre course knowledge

You should be at the correct level for the course being taken. No previous experience is required to take the following courses:

- Navathome.com Basic Navigation course
- Navathome.com Diesel Engine course
- Navathome.com ICC course
- RYA Essential Navigation course
- RYA CEVNI test
- RYA Professional Practices and Responsibilities course
- RYA Day Skipper Theory course

A basic knowledge of navigation and/or sailing experience is required for the Fastrack to RYA Coastal Skipper/ Yachtmaster Offshore Theory course.

Day skipper theory is required for the RYA Coastal Skipper / Yachtmaster Offshore theory course.

RYA Coastal Skipper / Yachtmaster Offshore theory is required before taking the RYA Yachtmaster Ocean theory course.

Navathome.com Ltd reserves the right to change a course from RYA Coastal Skipper / Yachtmaster Offshore theory course to RYA Day Skipper theory if it becomes apparent that you do not have the required pre course knowledge or do not hold a current RYA Day Skipper theory certificate.

If you have completed the RYA Day Skipper practical course but not the RYA Day Skipper theory course then you would need to complete the Fastrack to RYA Coastal Skipper / Yachtmaster Offshore course.

#### **Student obligations**

Your booking is accepted on the basis that you have assessed the given information on pre course requirements and have booked the correct course for your current level of knowledge and experience. If you are in any doubt please contact your instructor immediately.

To complete the course and prepare for the assessment you will need to work through all of the coursework, taking into account that sections previously completed may have been updated with additional information required for the assessment to be completed successfully. Thorough revision in all sections of the course is imperative prior to taking the assessment.

If your instructor requests additional study or revision you will need to complete it as requested to complete the course.

#### What we provide

We will provide online back up and land line telephone backup as required by each student and every endeavour will be made to help you achieve your aims. You will be supported by fully qualified RYA instructors for the duration of your course.

Certificates are issued in line with the RYA guidelines. Should your instructor decide that you have not reached the required standard after completing the coursework and the

assessment they will work with you to determine the course of action required to develop the skills and knowledge required.

#### Zero tolerance

Navathome.com Ltd has a zero tolerance policy and reserves the right to remove students from their course. Should you feel that the course or the instructors has not met your expectations at any point, please make it known to your instructors as soon as possible so that Navathome.com Ltd can have the opportunity to rectify the problem. We will not accept any rude or threatening behaviour towards the instructor support team.

# Data protection: Personal data

Please note that Navathome.com Ltd does not store or have access to any of your credit card information. This is all managed securely by WorldPay or PayPal depending on your choice of payment.

How and why we hold your personal information:

Use of www.navathome.com is open to those completing online courses provided by Navathome.com Ltd. This website is encrypted and maintained on a secure server and your personal details will not be used for any other purpose than completing your online course. In order to take a course you will be asked for your name, email, telephone number and address. Your name and email address are used for the purposes of recording any grades or certificates achieved and to make contact with you and your telephone number and postal address for delivery of your course material.

Management of your course and any instructional support that you may need is provided by your RYA instructor working on behalf of Navathome.com Ltd.

Access to the course and support is provided for an initial period of 6 months and this may be extended should you choose to extend your study period. To allow this to happen your instructor has personal contact information and has visibility of your progress and achievements in the course admin.

On completion of your course, your name and email will be retained on the Navathome.com Ltd database for the purpose of recording details of the course and any certification gained as a result of it.

Please note that your instructor may retain personal information for the purpose of providing additional services to you not associated with the Navathome.com Ltd online course if your course booking is made through a Navathome.com Ltd agent.

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

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.com Ltd.

# Data protection: Requesting removal of your personal data:

If you would like your personal data removed from www.navathome.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 info@navathome.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 Navathome.com Ltd database when you have completed the course, please email your request to info@navathome.com giving your name and email address.

Please note that removal of course details from the Navathome.com Ltd database, means that any certification gained as a result of this course will not be verifiable by Navathome.com Ltd, nor would Navathome.com Ltd be able to help with a replacement certificate.

## Data protection: Contact regarding your course:

Contact will normally be made by your RYA instructor. However, occasionally Navathome.com Ltd may contact you in relation to your course or account. This would normally be done by email. You will not receive any sales or marketing information from Navathome.com Ltd as a result of holding an account on the Navathome.com Ltd database. If you have any questions about how we look after your personal information please contact us by email at info@navathome.com.

#### Cookies:

A session cookie is used to provide continuity and maintain your login from page to page. Cookies must be enabled in your browser to allow this happen. When you log out or close the browser this cookie is destroyed.

## Length of access:

The initial period of access for a Navathome.com Ltd course is 6 months and this may be extended for a further 6 months for a period of up to 2 years from your expiry date. Your name and email is retained on this data base for the purpose of using the course when your current access is active or for a record of any course completion or certification when you have completed the course or your course access has expired.

# RYA Essential Navigation theory course, CEVNI and PPR

To enable access to your RYA interactive online course we need to share some of your personal data with the RYA via your user profile in www.ryainteractive.org. This learning management website is hosted and maintained by a third party called Learning Pool, who will not use your personal information for any reason other than enabling your course.

Your name and email address will be entered on www.ryainteractive.org in order to create your user account. On your first access to the site, you will be asked to enter your address and date of birth.

You will have access to the site for one year in order to complete your online course. During this period, your personal information will be held on the website by Learning Pool and be available to this training centre and the RYA for the purpose of managing your course. On completion of your course, your name, email, date of birth and address will be transferred to the RYA's central database for the purpose of recording details of the course and any certification you gain as a result of it. This information allows the RYA to record your certification, to update any records they may already hold about you or your qualifications and to verify your certificate if required. After one year from the date of your enrolment on the course, your user account will be removed from www.ryainteractive.org.

Full details of how the RYA will deal with your personal information will be displayed when you first access www.ryainteractive.org.

#### **Course information**

While Navathome.com Ltd will endeavour to ensure the correct functionality of courses across the most commonly used devices and web browsers, as such technologies evolve continuously, access cannot be guaranteed.

Course content is devised in good faith from RYA course material and is accurate at the time of publication. While the RYA and Navathome.com Ltd endeavours to ensure that content is reviewed regularly and appropriate changes are made to ensure that content is correct and up to date, it cannot be held responsible 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.

All online material has been written and is under copyright to Navathome.com Ltd.

#### Unacceptable use of the site.

You must use the site and the information available from the site responsibly. The course materials on this site must not be used in any classroom environment. 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.

## Legal

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. All dealings, correspondence and contact between Navathome.com Ltd and you shall be made or conducted in the English language.