

Melbourne Sailing School Terms and Conditions of Business

Bookings: (Provisional): Will be held for 3 days only. It will not be deemed binding until confirmed. If a completed Booking form and full payment is not received within 3 days the school shall reserve the right to sell the vacancy to another student and no liability shall attach itself to the school whatsoever.

Firm Bookings: Will be deemed firm once the Booking Form and payment is received, completed in full and signed. Each Student is required to complete a booking form.

Confirmation: The school will confirm the booking, within 5 days of receiving the Booking Form.

Course Duration: Courses commence from the nominated time as confirmed or when instructor picks up the student at the agreed location and continues until such times the instructor has completed the session. Full day courses run from 0930 hours until approximately 1600 hours each day. Half day courses run from either 0930 hours until 1230 hours or 1330 hours until approximately 1630 hours. Lunch breaks (if taken) will be in line with course – weather – berthing facilities. Any lunch or meals ashore are at the expense of the student.

Inability to attend: Should a student not be able to 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 students costs, to let his/her berth elsewhere. If successful the Student will only forfeit the deposit. 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.

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 both the Principal and Skipper when reporting for the course. Bring any personal medication necessary.

Principle/Skipper Decisions: The Principal's decision is final at all times, on any of 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 instruction vessel 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 their designated substitute, whether the Student considers it to be reasonable or not, the Student shall be considered to be in breach of the Articles of Sailing. The Skipper shall take any action or decision they consider fit for the well being 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 or School as a result of actions taken by the Skipper.

Sea Time: Every attempt will be made to give students maximum sea time. However, if in the Skipper's opinion weather conditions, safety or any other considerations renders it imprudent the Skipper's decision is final.

Vessel Change: If, for any reason, the School is unable to fulfill 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 and the School strongly advises that the Student obtain their own insurance for Sickness, Loss of School Fees or Illness, or any other reason the Student considers prudent for their personal life style or well being. See your insurance company (travel insurance) if required.

Disclaimer: No liability is accepted for any Student's vehicles parked or Students possessions in the vehicle, or on the pontoons or in the Schools vessels.

A) No liability is accepted for Students whilst on School grounds, in any of the School properties, Any Yacht Club grounds, on ladders, pontoons or vessels and all Students participate in any aspect of the course at their own risk.

Breakages or Damages: Howsoever caused must the student must immediately notify to the Skipper or Principal for safety reasons. Students shall be liable for any loss or damage to School equipment, vessel's equipment, up to and including the first \$200 per item.

Certificates: 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 Principal and Instructor's decision shall be final and accepted by all.

Duties onboard: All students will be expected to participate in cooking, cleaning 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.

Lost Property: The school is not responsible for any articles of clothing or other property left on a vessel or on Yacht Club or school property. Students should ensure that they take all their belongings when leaving the yacht or school.

