



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

## TERMS AND CONDITIONS

### 1. Booking deposit:

Confirmation of booking will be provided upon receipt of a completed booking form and receipt of a **50% non-refundable deposit**. The booking deposit is 50% of the course fees. If a booking is made within one month of the course commencement date, the full course fees are payable upon booking. Course fees must be paid in full prior to course commencement.

### 2. Payment:

Payment can be made in cash, by bank transfer or via credit or debit card. Payments made with a credit or debit card are subject to an additional 2.6% charge (subject to increase without prior notice) to cover bank charges incurred. Bank transfers must be sent in euro currency and bank charges are to be borne by the account of the student. A payment advice note will be issued upon booking. An invoice will be issued upon full payment.

### 3. Cancellation by the customer:

If more than eight weeks' notice of cancellation is provided, the non-refundable booking deposit may be transferred to a later course or transferred to another student. If a booking is cancelled less than eight weeks prior to the course commencement date, the deposit is non-refundable but may be applied to a future course at the discretion of the school principal and if the future course is within two months of the cancellation. If a booking is cancelled within four weeks of the course start date, and the school is unable to re-sell the place on the course, the deposit is both non-refundable and non-transferable. Course fees shall not be refunded for any reason once the course has started. Please note, we recommend you take holiday cancellation or personal travel insurance.

### 4. Cancellation by the school:

Any course fees you have paid, including your deposit, will be refunded in full. No liability shall be attached to Malta Sailing Academy beyond refunding the course fee paid for the cancelled course or



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltsailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

unused portion if the course has been started. No payments shall be made for incidental costs. As above, we recommend you take holiday cancellation or personal travel insurance.

#### 5. Refunds:

Malta Sailing Academy shall not be responsible for any unused air tickets or unused portions of air tickets or unused services of any kind

#### 6. Delay or failure to arrive:

If a student is likely to be delayed beyond the start time of the course, Malta Sailing Academy must be informed as soon as possible. It is at the discretion of the school principal whether the fees paid can be transferred to a future course. If a student fails to arrive, for any reason whatsoever including illness, and Malta Sailing Academy has not been notified, the course fees will be forfeit.

#### 7. Health policy:

We ask you to inform the school of any health issues upon booking that may affect your suitability for participating in a practical course. A signed medical declaration must be completed at the time of booking. If there are any changes between completing the medical declaration and starting the course, the student must inform Malta Sailing Academy in writing. Malta Sailing Academy accepts no responsibility for the decision of the physical fitness of the customer to participate in a course. If a student has any medical problems, it is their responsibility to check with their GP that it is acceptable for them to join the course. Students must ensure that any personal medication is brought to the course.

#### 8. Risk disclaimer:

No liability is accepted for student's personal possessions left in Malta Sailing Academy premises; this includes on the marina and onboard vessels used by Malta Sailing Academy. Malta Sailing Academy is covered by Public Liability insurance in accordance with RYA Recognition Guidance Notes of the latest issue. All students take part in any course at their own risk. The act of signing for a



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

training course implies that the student has understood and accepted the terms and conditions of Malta Sailing Academy herein, including the risk disclaimer above and liability as explained in this document.

#### 9. Weather:

Your instructor/examiner will make decisions re: heavy weather training with the safety of crew and vessel as first priority. The instructor/examiner's decision is final.

#### 10. Force Majeure:

Malta Sailing Academy shall not be liable for any expenses incurred due to Force Majeure, including Act of God, weather conditions, strikes, and acts of Government, war or any other occurrence beyond our control.

#### 11. Provisioning:

During practical training for sail and motor courses, basic provisions are provided for meals during training hours on-board (09:00 – 16:30). Meals and drinks onshore are not included. Supper is provisioned for if the vessel does not berth in a marina. During powerboat courses, access to shore will be provided or students are advised to bring a packed lunch. Lunch is not included during shore based courses. Provisioning is not included during private courses or own boat tuition.

#### 12. Alcohol:

Malta Sailing Academy shall not be liable for any accidents that occur whilst a student is under the influence of alcohol. The consumption of alcohol is not permitted whilst underway and Malta Sailing Academy has zero tolerance for the consumption of alcohol during course/tuition hours as well as those hours wherein the consumption of alcohol may affect ones performance during the course.

#### 13. Smoking:



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

Smoking is not permitted in any interior space on board any training vessel or in any building used by Malta Sailing Academy. Please respect the school rule that no cigarette butts be thrown into the sea. Malta Sailing Academy is located in a non-smoking building and students are requested to dispose of any cigarette butts in a responsible manner.

#### 14. Drugs:

Recreational drugs of any kind are strictly forbidden onboard any training vessel or in any property used by Malta Sailing Academy. If found, or suspected, the student, must immediately leave the course and no monies will be refunded, nor any additional travel expenses reimbursed.

#### 15. Training vessels:

Malta Sailing Academy uses training vessels that are well maintained, however, if breakages or mechanical failures occur we ask for your patience and understanding that this can be part of boating. Every effort will be made to ensure the vessel is repaired at the earliest opportunity. If this is not possible, an alternative vessel will be made available. Malta Sailing Academy shall not be held responsible for any time the customer feels has been lost, whilst every attempt is made to address any problems that may occur.

#### 16. Own boat tuition:

The owner is considered to be the 'skipper' of the vessel at all times and is responsible for the vessel, the provisioning and fuel and for ensuring the vessel is fully insured, sea worthy and with all boat papers in date and onboard to satisfy the local port authority and maritime law of the country in which the training is taking place. If any accidents occur onboard during training the claim is to be made against the insurance of the boat. Malta Sailing Academy shall not be liable for any incidents or accidents onboard. The owner must notify their insurance company that there will be a qualified instructor onboard 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.



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

#### 17. Student negligence:

If irresponsible or negligent behaviour of a student leads to damage or loss of any item of school or boat property, the student is responsible for replacement or repair. Students are requested to act with a duty of care and respect for school property and the training vessel. Damages and breakages, howsoever caused, must immediately be notified to the skipper/instructor or principal.

#### 18. Duties onboard:

All students are expected to participate in cleaning the vessel and ensuring the vessel is kept clean and tidy at all times. At the end of a course/exam, all students are expected to clean the vessel thoroughly, remove any rubbish, refill the water tanks, secure the yacht, attach shore power, turn off gas supply and leave in a good state.

#### 19. Complaints:

Notice of any complaint should be made to your instructor/examiner at the time of the complaint arising. If the complaint cannot be resolved onboard, then the complaint should be made in writing to the principal of Malta Sailing Academy and will be dealt with as a matter of importance.

#### 20. Instructor/examiner's decision:

The instructor/examiner's decision is final. All students will accept all orders and decisions given by the instructor/examiner whilst onboard or onshore during any training provided by Malta Sailing Academy. The instructor/examiner's authority is total, day and night, in accordance with Maritime Law. If for any reason a student does not accept an order from the instructor/examiner, or a designated substitute, the student shall be considered to be in breach of the terms and conditions of Malta Sailing Academy. If the student is placed ashore at the nearest port, no liability whatsoever shall attach itself to Malta Sailing Academy and neither shall the student have any redress for any expenses, nor any redress against the instructor/examiner as a result of any action or decision by the instructor/examiner.



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

## 21. International Certificate of Competence:

The International Certificate of Competence (ICC) is available to students of nationalities whose government has signed and is in conformity with Resolution 40 of the Working Party on Inland Water Transport (UNECE). Malta Sailing Academy can provide full eligibility details on request.

## 22. Mooring fees:

Mooring fees away from the vessel's home berth are a shared responsibility of the crew and are to be paid locally. Your instructor will provide a suggested plan of harbours and inform the crew of expected costs. Mooring fees at base are included.

## 23. Personal insurance:

Although Malta Sailing Academy is insured all students are advised to obtain their own insurance for sickness, illness, loss of course fees, loss of personal effects, breakages or damages to the boat, cancellation or curtailment, travel disruption or delay, accident onboard or any other reason the student considers appropriate for their activity and well-being.

## 24. Examinations:

If an examination has to be cancelled or postponed for whatever reason, the candidate may ask to be reimbursed the examination fee or to be offered a future examination date. If the examination has to be cancelled due to adverse weather, the student contribution towards examiner's expenses is forfeit according to the costs already paid for travel expenses. Examiner travel expenses for the re-arranged examination date must be shared between the exam candidates.

## 25. Certificates:

Certificates will only be issued at the end of a course if, in the opinion of the instructor/examiner, the student has reached the standard required. The decision is final and to be accepted by all students. Certificates for RYA courses are issued by Malta Sailing Academy except for the RYA VHF



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

course, Yachtmaster Offshore/Ocean, commercial endorsements and ICCs. These are issued by the RYA Head Office in the UK and will be posted directly to the student unless otherwise stated.

Transport Malta Nautical Licence and First Aid certificates are issued by Transport Malta and First Aid service providers respectively. Malta Sailing Academy will not be held liable for any delays in the issuing of these certificates. If certificates cannot be collected by hand from Malta Sailing Academy, they will be posted to the student's permanent mailing address. In this case Malta Sailing Academy will not be held responsible for any delays in receipt, nor any loss of delivery. Lost certificates will incur a re-issue charge of €15 by Malta Sailing Academy as well as any additional charges by the RYA to cover costs of replacement, administration and postage.

#### 26. Accommodation onboard:

If a student has been invited to use a school boat for accommodation during training with Malta Sailing Academy, rules apply to the arrangement. The accommodation offered is based on the understanding that the vessel be kept clean, tidy and secure at all times. Gas must be turned off at the main gas supply when not in use. It is strictly forbidden to move the boat. It is not permitted for any other person to be onboard unless permission is gained in advance from the school principal. The student is required to act with duty of care towards the vessel and any school property. Full rules are available on request.

#### 27. Personal identification:

It is according to Maltese Law that photographic identification is to be carried by all persons at all times.

#### 28. Course duration:

One day specialist courses (VHF/DSC marine radio) start at 09:00hrs and will close by 16:30hrs. The two day Powerboat training course will start at 09:00hrs at the training base and will close before 17:00hrs each day. Shore based navigation courses start at 09:00hrs and will close by 16:30hrs. Practical courses will start at 09:00hrs on the first day; closing times are variable during the practical



Postal Address: Malta Sailing Academy, Triq Ganni Attard, Swatar, Birkirkara, BKR4172  
Email: info@maltasailingacademy.com  
Mobile: (00356) 79432526  
Tel: (00356) 21378586

training courses. The instructors will keep their crew fully informed and the times given in this section are only as a guide. Non-RYA courses: ISAF Sea Survival is 12 hours long and First Aid Appointed persons course is 8 hours long.

### 29. Insurance:

Whilst the school carries full public liability insurance you should satisfy yourself that you are covered for personal injury and cancellation.

### 30. Under 18s:

Under 18's accepted when sailing with parent or guardian. All booking forms for under 18's to be signed by parent or guardian, stating this fact after the signature.

### 31. Disputes:

Any dispute should be brought to the attention of the skipper/instructor and 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 Malta and the parties submit to the non-exclusive jurisdiction of the courts of Malta. It is further agreed that all agreements between customers, clients and students and staff of Malta Sailing Academy shall be governed by Maltese Law, even when the dispute occurs outside Maltese territorial waters.

### 32. Royal Yachting Association:

Malta Sailing Academy is a recognised training centre of the Royal Yachting Association and is subject to regular inspections to ensure quality of training. If you have any issues with the training provided by Malta Sailing Academy we ask that you first inform the school principal.