

Terms and conditions

1. Booking Deposit:

For theory courses - 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.

For Powerboat course - Confirmation of booking will be provided upon receipt of a completed booking form and full course payment, irrelevant of the course booking date.

2. Payment:

Payment can be made in cash, by bank transfer or with a credit or debit card. Payments made with a credit or debit card are subject to an additional 2.6% (subject to increase without prior notice) to cover bank charges incurred. 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 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 if 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 forfeited.

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 conditions or ongoing issues, 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.

Malta Sailing Academy's Principal and instructors will do their best to include students of all abilities and conditions on the offered course. However, if a condition is so severe that it is likely to put the Centre's instructors in predicament/danger, and no adaptation or alternative is available, the center has a right to request that that student does not attend the course.

8. Covid 19

Students are obliged to wear a mask over mouth **and** nose during training at all times. Malta Sailing Academy's instructors reserve the right to cease tuition to students who refuse to comply or repeatedly move or remove their mask.

Malta Sailing Academy provides hand sanitizer- students are obliged to use this on entering classrooms, boarding vessels and whenever necessary or when prompted by the instructor. Masks may be removed only to eat or drink, as long as this is done at a distance from other students and instructors.

A distance of 1.5m should be kept between students and between students and instructors whenever practicable.

Students must be truthful about any Covid symptoms or contact with positive cases. If Students are found to be telling untruths about symptoms or contact, they will be asked to leave the course immediately and no portion of the fees shall be refunded.

If a student develops symptoms or comes into contact with a positive case after applying and paying for a course, they must inform Malta Sailing Academy immediately. Malta Sailing Academy will then reschedule the student's course to the next available date convenient to both student and school.

If the course has to be cancelled due to the instructor developing symptoms or coming in contact with a positive case, the course will be rescheduled to next available date convenient

to both student and school. If no date is found, course fees will be refunded in full as in section 4.

9. 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. No liability is accepted for students whilst in, or on, any Malta Sailing Academy property or property used by Malta Sailing Academy or whilst embarking or disembarking any vessel used by Malta Sailing Academy. All students take part in any course at their own risk. The act of signing for a 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.

10. Weather:

The principal or your instructor/examiner will make decisions regarding heavy weather training with the safety of crew and vessel as first priority. Your instructor/examiner's decision, on approval of the Principal, is final.

11. 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.

12. Provisioning:

Meals are not provided during courses currently being offered by Malta Sailing Academy.

During powerboat courses, access to shore will be provided or students are advised to bring a packed lunch. Provisioning is not included during private courses or own boat tuition. Lunch is not included during shorebased courses

Tea, coffee and water are provided during shorebased courses at no fee to the student. Malta Sailing Academy is not obliged to provide alternatives to the above.

13. Alcohol:

Malta Sailing Academy has accepted to zero tolerance stance for consumption of alcohol during course hours or during any hours during which the consumption of alcohol may affect performance during a course.

Malta Sailing Academy shall not be liable for any accidents that occur whilst a student is under the influence of alcohol and reserved the right to ask any student deemed to be under the influence during a course to leave the session immediately. In such cases no fees or portions of fees shall be refunded nor any additional travel expenses reimbursed.

14. Smoking:

Smoking is not permitted in any interior space on board any training vessel or in any building used by Malta Sailing Academy. 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. Smoking is permitted outside the classroom in the designated smoking area outside the classroom which will be indicated to you by your instructor.

15. 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 customer will immediately be required to leave the course no fees or portions of fees shall be refunded, nor any additional travel expenses reimbursed.

16. 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 the vessel is unable to be repaired, the Centre will provide alternative dates for the course or portion of the course remaining. Every effort will be made to ensure that all student scan attend the alternative dates provided, however if a student has proven unable to attend the alternative dates. The centre will refund the course fees relating to the course or portion of the course which has been unused.

Whilst every attempt is made to address any problems that may occur, Malta Sailing Academy shall not be held responsible for any time the customer feels has been lost.

17. 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 transport 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 on which training is being held. 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 owner's insurance is fully comprehensive and covers all aspects of normal marine insurance for the area in which the skipper is expected to sail.

18. Student negligence:

If irresponsible or negligent behavior of a student leads to damage or loss of any item of Malta Sailing Academy's property, the replacement or repair will be covered by insurance however the student will be held responsible for payment of any excess fees.

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.

19. 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 leave the vessel in a good state.

20. 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 Malta Sailing Academy's Principal within seven days from the end of the course during which the complaint arose. If there is evidence that no attempt has been made to resolve the complaint within a month. The student should forward their complaint to the Royal Yachting Association.

21. 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.

22. International Certificate of Competence:

The International Certificate of Competence (ICC) is available to British subjects, bona fide British residents or persons born outside the UNECE. Malta Sailing Academy can provide full eligibility details on request.

23. 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.

24. 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.

25. Examinations:

If an examination has to be cancelled or postponed for whatever reason, the candidate will be offered an alternative date which is suitable for both the centre and the student to be examined.

26. Certificates:

Certificates will only be issued at the end of a course if, according to the evaluation 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 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 Licenses are issued by Transport Malta. Malta Sailing Academy will not be held liable for any delays in the issuing of these certificates not issued directly by Malta Sailing Academy.

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 by Malta Sailing Academy and also by RYA to cover costs of replacement, administration and postage.

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 17:00hrs.

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 17:00hrs.

Non-RYA courses: ISAF Sea Survival is 12 hours long and First Aid 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:

Students between the ages of 16 and 18 are only accepted when sailing with a parent or guardian. All booking forms for under 18s are to be signed by a parent/guardian, stating this fact after their signature.

The center does not accept any students under the age of 16 on any of the training courses currently offered.

31. Disputes:

Any dispute should be brought to the attention of the skipper/instructor and principal at the earliest opportunity in order 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, 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 as outlined in 20.