

## Course Booking Form and Waiver

### Your details

Course Name: ..... Date: .....

Name: ..... DOB: .....

Address: .....

Postcode: ..... Email: .....

Telephone (home): ..... Telephone (mobile):.....

Emergency Contact Name: ..... Relationship to you :.....

Telephone (home): ..... Telephone(mobile):.....

### Payment

**Your booking will be confirmed once we receive this signed, completed Course Booking Form and Waiver and your 20% non-refundable deposit. Please note that full payment is required 30 days before your course starts or to confirm your place if you are booking for a course that starts in less than 30 days. Cancellations within 30 days of the course will only be refunded if another student takes your place.**

#### I am paying for the following course:

- |  |       |
|--|-------|
| <input type="checkbox"/> RYA Start Yachting 2 Day Course   | £275  |
| <input type="checkbox"/> RYA Day Skipper, Coastal Skipper or Yachtmaster Theory<br>Online Course ( <b>Delivered by Navathome.com</b> ) | £295  |
| <input type="checkbox"/> RYA Day Skipper, Coastal Skipper or Yachtmaster Theory 5 Day Course   | £360  |
| <input type="checkbox"/> RYA Competent Crew, Day Skipper or Coastal Skipper Practical 5 Day Course                                     | £575  |
| <input type="checkbox"/> RYA Yachtmaster Offshore Practical 5 Day Course   | £700  |
| <input type="checkbox"/> 5 Day Flotilla Holiday Training including ICC Assessment  | £575  |
| <input type="checkbox"/> RYA Instructor Training 5 Days Practical  | £1000 |
| <input type="checkbox"/> Weekend Skippered Charter   | £1500 |
| <input type="checkbox"/> Week Skippered Charter  | £2500 |

**Course or charter cost:** £ .....

**Plus 50% single cabin surcharge (if applicable):** + £ .....

**Less my 5% repeat student discount:** = £ .....

**Please make your payment via direct transfer or cash deposit:**

**Account Name: David Shimells**

**Sort Code: 77-12-01 Account number: 56516060**

## About you (complete if doing a practical sailing course)

What is your sailing experience and what do you hope to gain out of this course?

.....

.....

.....

**Do you have any medical conditions or allergies that we should know about?** (If you use medication please bring sufficient supply for 5 days at sea and let your instructor know what to do for you in an emergency).

.....

**Sailing involves a significant degree of exertion and may see you exposed to extreme and unpredictable weather. To the best of your knowledge are you fit to participate in this course? (Yes / No)**

.....

**We like to provide tasty, healthy food for breakfasts and lunches. Do you have any special dietary requirements e.g. diabetic, coeliac other food allergies?** (Please note that while we do our best to cater for your needs we may ask you to bring some of your own food to ensure you are comfortable while you are with us.)

.....

**Do you need to borrow wet weather gear? If yes, what size?** (Small, Medium, Large, XL, XXL)

.....

- Yes I would like to join the Fastack South Crew and qualify for discounts on subsequent courses and yacht charters and to get early access to book my place for popular racing events. (And I realise this means you will add my details to the Fastack South email database).

## Important Insurance Information

Fastack South instructors are RYA certified and the yachts provided by Fastack South conform to the Department of Transport's Code of Practice for Small Commercial Vessels. The yachts are fully insured against accident, third party liability and personal injury arising from negligence by Fastack South. However, students are advised to take out the appropriate holiday insurance to cover any potential losses or damage to personal property and cancellation charges. **If you wish to confirm your booking then you will need to sign the Waiver of Liability below.**

### **Waiver of Liability (sign if doing a practical sailing course, race or charter)**

In consideration of Fastack South accepting my application, I agree to this release of claims, waiver of liability and assumption of risk (collectively, this agreement).

I acknowledge that sailing and any activity or service associated with the course is a recreational and/or sporting activity that involves a significant degree of physical exertion and risk to me and other persons, including but not limited to the risk of temporary or permanent physical or mental harm, injury, disability, disease, death. I have notified Fastack South of all relevant medical conditions and declare, to the best of my knowledge, I am fit to participate on this course.

I acknowledge that this activity may expose me to weather extremes and sudden and unexpected changes in weather, remoteness from normal medical services and evacuation difficulties in the event of injury or illness. I irrevocably acknowledge and accept these risks and warrant that I engage in this activity solely and exclusively at my own risk at all times.

I irrevocably waive and release from and agree to indemnify and keep indemnified and hold harmless Fastack South (including its servants, guides, agents, officers and employees) and other students of any course against all losses, claims, causes of action, damages, and liabilities of any kind that may be suffered or incurred or taken or made by any person, including me, against Fastack South arising out of or in connection with my participation in the Course or any activity carried on by Fastack South.

Fastack South hereby excludes any or all liability, whether direct or indirect or consequential or any loss of profits of any person, in respect of physical or mental injury, loss, disease, death, property loss or damage or third party liability howsoever arising out of or in connection with my participation in the course including, without limitation, any liability arising from any breach of any express condition, guarantee or warranty applicable to this agreement or implied by law, and whether caused or contributed to by the act, neglect, default, wilful default, negligence, breach of contract or statutory enactment of Fastack South.

To the extent and to the extent only that any exclusion or limitation of liability for any breach of any express or implied condition, guarantee or warranty applicable to this agreement is held to be void or ineffective, in whole or part, the liability of the Fastack South for any such breach is limited to the maximum extent permitted by law; in relation to goods, to the replacement of the goods or supply of equivalent goods or the payment of the cost of the same and in the case of services, to the supply of the services again or the payment of the costs of the same, in Fastack South's sole discretion.

In entering into this agreement, I am not relying on any oral, written or visual representatives or statements by Fastack South or its staff or any other inducement or coercion to go on the adventure trip, only of my own free will.

I confirm that I am over 18 years of age and that I have read & understand this agreement prior to signing it & agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that this agreement shall be governed in all aspects by and interpreted with the laws of the United Kingdom.

**Student Name:**.....

**Student or Guardian's Signature:**.....

**Date:**.....

## Terms and conditions – Navathome (for online theory courses)

All online courses are provided by Navathome.com specialist providers of RYA Online theory courses. The course fee of £275 will provide you with 6 months access to the Navathome.com platform. The contract for this course is between the student and Navathome.com therefore please read the following terms and conditions from Navathome.com carefully:

- Payments for course fees are due, in full, at the time of enrolment via Fastack South.
- Once payment has been made and 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 is included in the course price.
- Additional fees may be applied to addresses outside of these areas.
- There is a 6 month time limit set for the course after which the student will need to pay a £ 30 re-login fee.
- Students will retain log in information until they have completed the course and received the relevant certificate provided this is within the 6 month period.
- Students must have access to the internet and email to complete the course.
- Under our cancellation policy, you can cancel your purchase up to 7 days from the day of delivery of the student package.
- The pack must be complete, unopened and in an 'as new' condition.
- All materials must be returned to Navathome. Access to the online course material is terminated immediately.
- A refund will be made less a £30 administration fee. The cost of returning the student pack will be payable by the student.
- You will not be able to claim a refund if the course material has been damaged or if you have no proof of purchase.
- 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/Yachtmaster theory and Coastal/Yachtmaster theory is required before taking the RYA Ocean theory.
- We will provide online back up and land line telephone backup as required by each student and every endeavour will be made to help students achieve their aims.
- 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.
- 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 us and you shall be made or conducted in English .
- Every effort has been made to ensure the accuracy of the 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 to improve the quality of the course.
- All online material has been written and is under copyright to Vic and Lyn Punch.
- 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.