



# YACHTMASTER

ABN 20197468341

## BOOKING FORM

**AFTER AGREEING A FIRM DATE WITH THE SCHOOL, please fill in the booking form and return:**  
yacht@yachtmaster.com.au, fax 03 8679 0222 or PO Box 5255, South Melbourne 3205, Victoria.

Name .....

Address .....

Suburb ..... Postcode .....

Ph Home ..... Work ..... Mobile .....

Email ..... Occupation .....

Date of Birth (for RYA & YA registration) .....

Emergency contact Name & Phone .....

Do you suffer from epilepsy, diabetes, heart disease, asthma or similar ailment? Please specify

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Details of any medical treatment .....

Previous experience (if any) .....

Certificates/qualifications currently held (if any) .....

Special dietary requirements (for longer overnight courses) .....

Book me on the following courses (include dates and specify sail or motor) .....

.....

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Have you attended a course with Yachtmaster? .....

How did you hear about Yachtmaster? .....

## Payment Details

Please return fully completed booking form with either  
**FULL COURSE FEE** or **DEPOSIT** of \$400 per person per course

Select payment:  Cash  Money Order  Visa  MasterCard

Card Number 

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 Card Expiry Date .....

Please take \$ ..... Date .....

Cardholder's Name ..... Signature .....

Please take the balance of my course cost from my credit card when it becomes due:  
2 day courses the day prior to course; 5 day courses 28 days prior to course.

I have read the terms & conditions and fully understand and accept them.  
I agree to pay the balance as requested.

Signature ..... Date .....



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## YACHTMASTER TERMS & CONDITIONS OF BUSINESS

### 1. BOOKINGS

Will be deemed firm once the booking form is received, completed in full and signed, with one per student and the minimum deposit/balance per person per course.

### 2. CONFIRMATION

The school will confirm the booking, in writing, when the booking form and deposit/balance has been received.

### 3. PAYMENT BALANCE

2 DAY courses the full fee is required the day prior to the course.

5 DAY courses the full fee is required one month (28 days) prior to the course.

If within 28 days prior to the course, the student has not paid the balance, the school reserves the right to sell the student's berth.

If the school is successful in selling the berth and mitigating its costs, the student will only forfeit the deposit.

If the school fails to sell the berth, the student will be liable for the full fee. If the student fails to remit the balance due, it is agreed that 3% per month can be added to the outstanding amount, on compound interest rates, from the 28th day, prior to the course until paid.

If the school fails to fill adequate places to run the course a position will be offered on another course or a full refund given.

### 4. TRAVEL INSURANCE

The school strongly recommends travel insurance to cover the inability to attend a course or leaving a course early due to illness or injury as we cannot refund the course fees if a course is cancelled within 28 days of the course date.

### 5. COURSE DURATION

2 DAY course start 0930 hours until approx 1630 hours each day.

OVERNIGHT courses start 0900 hours until approximately 1630 hours the following day.

5 DAY courses from 0930 first day until 1600 hours the last day.

The foregoing times are, of course, dependent upon the weather conditions and the instructor's/skipper's decisions and the seaworthiness of the vessel at the time.

### 6. DELAY/NON ARRIVAL

Subject to the foregoing the vessel on the weekend courses will wait for a late student up until 1000 hours Saturday. For 5 day courses, provided the student is on board before 1000 hours on the first day no problem arises. The vessel setting out on 5 day courses will not wait on the first day beyond 1000 hours.

If a student cannot 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 student's costs, to let the 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.

### 7. UNDER 18's

12-16 year olds accepted when sailing with parent or guardian. Unaccompanied children accepted at 16-18 but all booking forms for under 18's to be signed by parent or guardian, stating this fact after the signature.

### 8. INSTRUCTION ON YOUR OWN VESSEL

All conditions herein apply, plus the student will be expected to reimburse any traveling or out-of-pocket expenses for the Instructor from the Melbourne base to wherever the vessel is lying, and the return journey plus salary.

The student's vessel will be expected to be equipped with the minimum YA or Marine safety standards for areas sailed. If on arrival at the vessel the Instructor considers the vessel unsafe to operate, the Instructor is at liberty to refuse to undertake the training. In this case the student remains liable to pay the cost of a minimum of one day's instruction plus traveling expenses where relevant. The student's insurance must be Fully Comprehensive, covering all aspects of normal marine insurance for the area in which the vessel is expected to sail.

## **YACHTMASTER TERMS & CONDITIONS OF BUSINESS**

The Instructor is at no time in charge of the vessel. The student will remain master of the vessel and accept all responsibility for the vessel. Neither Yachtmaster Sailing School nor Yachtmaster Motor School are to be held responsible nor liable for any damage while our Instructor is on board. The student will provide the instructor with all bedding and victualling whilst on board (if applicable).

Please allow for the instructor's traveling time as a percentage of the daily rate quoted with additional days leeway to allow for adverse weather.

### **9. 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.

### **10. SKIPPER'S/PRINCIPAL'S 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. From the moment the skipper steps onboard the instruction vessel in accordance with marine practice, the skipper's decisions are final always.

All students/crew 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 his designated substitute, whether the student considers it to be reasonable or not, the student shall be considered to be in breach of his Articles of Sailing. The skipper shall take any action or decision he considers fit for the wellbeing 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.

### **11. SEA TIME**

Every attempt will be made to give pupils 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.

### **12. RESCHEDULE DUE TO WEATHER**

While every effort is made for classes to go ahead on the day planned, sometimes the weather can be unsuitable. In

this event, the student will be contacted via phone and a replacement day organised to suit. Any further changes or non-attendance will occur a full day reschedule fee.

### **13. 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.

### **13. SCHOOL INSURANCE**

The school is insured for Instruction. However student's needs vary, the school strongly advises that the student obtain their own insurance for sickness, course fees, illness or accident onboard, or any other reason the student considers prudent for his personal life style or well being.

### **14 DISCLAIMER**

No liability is accepted for any student's vehicles parked or student's possessions in the vehicle, on the pontoons or in the schools vessels.

No liability is accepted for students whilst on school grounds, in any of the school properties, club grounds, on ladders, pontoons or vessels and all students participate in any aspect of the course at their own risk.

### **15. BREAKAGES OR DAMAGES**

Howsoever caused must be immediately notified to the skipper or principal for safety. Students shall be liable for any loss or damage to school equipment, vessel's equipment, up to and including the first \$200 per item.

### **16. CERTIFICATES**

The school's 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 as set out in the RYA handbook. The school's principal and instructor's decision shall be final and accepted by all students.

### **17. 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.

### **18. LOST PROPERTY**

The school is not to be held responsible for any articles of clothing or other property left on a vessel or at club or school property. Please ensure you take all your belongings with you when leaving the vessel or school.