

SKIPPER & HOST ACADEMY

APPLICATION TERMS & CONDITIONS

Updated 25 Aug 2023

This document sets out the standard application terms and conditions of Quarterdeck Life Ltd (“**QD**”), a company incorporated and registered in the United Kingdom with company number 08712742 whose registered address is Zeeta House, 200 Upper Richmond Road, Putney, London, United Kingdom, SW15 2SH.

Please ensure you read this document in full before applying to the Course. Important sections are underlined. You are advised to contact QD or seek independent legal advice should you not understand any part of this agreement.

The words **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Any references to ‘you’ are to you, the applicant, who has applied for a place on the Course. References to ‘we’, ‘our’, and ‘us’ are references to QD.

GENERAL

1. QD shall respond to registrations of interest and tentative applications (“**Initial Email**”) with further instructions.
2. Your offer to purchase a place on a scheduled QD Academy course (“**Course**”) shall be deemed to be accepted only when QD issues you a confirmation email (“**Confirmation Email**”). This email shall be sent to the same email address from which the Initial Email emanated unless otherwise agreed between you and QD. The date of the Confirmation Email shall represent the date your contract with QD comes into existence (“**Date of Acceptance**”).
3. All applications are subject to availability and QD reserves the right to decline any application or change these terms and conditions at its absolute discretion without notice.
4. QD reserves the right to:
 - a. Alter the price of a Course at any time before the Date of Acceptance;
 - b. Amend and correct pricing errors at any time; and
 - c. Make reasonable changes to these terms and conditions at any time where such changes are necessary. Such changes will take effect when the updated terms and conditions are uploaded to QD’s website.
5. You confirm that through making an application through QD’s website you have read and agreed to all relevant terms and conditions.

THE ‘COOLING OFF’ PERIOD

6. You will have a 7 day ‘cooling off’ period (“**Period**”) that shall commence on the Date of Acceptance. During the Period you may cancel any application made and receive a full refund of any payments relevant to said application less any bank transfer charges.

7. The Period shall not apply to applications made for Courses that are expected to take place within 28 days from the Date of Acceptance. Should you cancel your application within this time, QD reserves the right to retain any sums paid by you pertaining to the Course in question.

Payment

8. You will pay QD a sum which shall comprise of the service(s) provided, QD's administration fee and a card fee (the "**Gross Sum**").
9. The payment schedule for TYW Academy is as follows:
- A deposit of 10% course fee is due within 7 days from the date of acceptance.
 - 30% of the course fee is due 30 days from the date of acceptance or 100 days prior to the start date, whichever is soonest.
 - A final payment of 60% is due 70 days prior to the start date.
10. Quarterdeck may make changes to these payment schedules at its sole discretion or at the request of the student.
11. Failure to pay the course fee as defined in clause 10 shall confer on QD the right to cancel your application with no refund.
12. It is your responsibility to check the payment due date and ensure that if payment is not made in one lump sum that payments have been made in accordance with clause 10. Any delay in making a payment may result in your application being cancelled in accordance with clause 11. If you are likely to be unable to make a payment on time you must contact QD as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, QD will communicate this to you in writing.

CHANGING COURSE

13. Requests to change the date of your scheduled Course must be made in writing and submitted via email to info@quarterdeck.co or any other email address specified by QD immediately. These requests must clearly state the alternative Course week requested. Any request submitted shall be deemed to be received by QD on the next working day after the date of submission.
14. Quarterdeck has no obligation to change a course date, this is done at the discretion of it's organisers and depending on course participant numbers.
15. QD shall use their reasonable endeavours to facilitate changes from one Course week to another. If no space is available on the alternative Course week requested, QD will inform you of this, in which case, you may:
- attend the Course week that you originally booked;
 - cancel your application in accordance with clauses 18, 19 & 20.
16. There will be no charge for changing the Course week unless the price of the alternative Course week is more expensive than the original Course week, in which case, you will be required to pay the difference. If the alternate Course week of your choice is cheaper than the original Course week you will not receive a refund of the difference.

17. Changing Course weeks may cause QD to incur administrative costs. You will be required to pay for any administrative costs if such costs are incurred. QD shall use their reasonable endeavours to ensure that any administrative costs incurred are as minimal as possible, however cannot guarantee as such and thus QD shall not be liable for any additional administrative costs you may incur.

CANCELLATION BY YOU AND REFUNDS

18. If you decide to cancel your application, you must request as such via a submission in writing via email to info@quarterdeck.co or any other email address specified by QD as soon as possible. Any request shall be deemed to be received by QD on the next working day after the date of submission.
19. For payments made after the 1st June 2023, you shall be entitled to a refund (as a percentage of the price paid to date) as follows:
- a) where cancellation occurs more than 100 days before the date of the Course you shall receive a refund corresponding to 90% of the price paid to date;
 - b) where cancellation occurs fewer than 100 days but more than 30 days before the date of the course you shall receive a refund corresponding to 50% of the price paid to date;
 - c) where cancellation occurs fewer than 30 days before course start date you shall receive a refund corresponding to 0% of the price paid to date.
20. No refund shall be available after the date of the Course in any circumstance whatsoever. You are therefore encouraged to contact QD well in advance so that you can decide whether a Course meets your requirements and expectations.

CANCELLATION BY QD

21. QD reserves the right to cancel an application in the event of low registrations or low expected attendance numbers in respect of any particular Course week. This right may be exercised at any time up to 28 days prior to the start date of the Course's week. In the event this right is exercised, QD shall:
- a) Notify you of this decision in writing to the same email address from which the Initial Email emanated unless otherwise agreed between you and QD; and
 - b) Make a full refund to you of any sums paid pertaining to the Course.
22. QD will under no circumstance be liable for the compensation of any lost flights or reimbursement of flight costs, nor any other costs incidental to your participation in the Course.

CANCELLATION DUE TO COVID-19

23. Cancellation by QD: In the event that Quarterdeck cancels a course due to Covid-19, you will be given the option to move your course to a later date or receive a full refund of any balances paid.
24. Cancellation by you: In the event that you cancel your course due to Covid-19, QD will do its best to offer you a new course date however if the course has not been cancelled by QD then clauses 18, 19 & 20 will apply regarding refunds.

TRAVEL INSURANCE

25. It is a condition of your booking that you have travel insurance and by applying to the Course you confirm that you have such travel insurance in place that covers risky and adventurous activities such as sailing and other water sports. Coverage should also include protection for Covid related illness & travel disruption.
26. QD reserves the right to ask you to procure a copy of the policy you have taken out in accordance with clause 25 at any time before or during the Course. Failure to procure as such in a reasonable time shall give QD the right to cancel your application and offer no refund.

YOUR BEHAVIOUR

27. QD reserves the right to terminate your participation in a course if, in the reasonable opinion of the Academy Manager, your behaviour poses a threat to your own safety or the safety of others. Additionally QD reserves the right to terminate your participation in a course if, in the reasonable opinion of the Academy Manager, your behaviour towards other students or instructors is inappropriate.
28. QD may implement ad hoc policies and requirements in order to ensure the safety of all participants. If you are unable or unwilling to comply with or meet these requirements QD reserves the right to cancel a course. This includes but is not limited to mandatory testing.
29. In the event that QD terminates your participation in accordance with clauses 27 and 28, you will not be paid a refund and you could be made to leave the course immediately. In such circumstances, QD shall not be liable for any incidental costs incurred.
30. QD operates a zero drug tolerance policy. If you are found in possession of illegal substances, QD reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave the course at any time during the course. QD reserves the right to inform the relevant law enforcement authorities as they see fit.

IMAGE COLLECTION

31. QD reserves the right to collect still and video images of you for promotional purposes. When you apply to the academy with QD you agree that such images may be collected and used by QD in any way they deem fit including commercial exploitation. Images collected may be cropped, altered, combined or edited. You agree and confirm that QD shall retain all rights in connection with such images.
32. If you do not agree with clause 31 of this agreement you must submit a notification to QD via email to info@quarterdeck.co or any other email address specified by QD from time to time. Notifications submitted under this clause 32 must be executed prior to the start date of any course.

DATA PROTECTION

33. QD will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. QD may disclose your information to its third-party service providers and agents for these purposes. You shall have the right to:
- a) request a copy of the personal data QD holds about you upon payment of an administration fee; and,

b) correct any inaccuracies in the personal data QD holds about you at no additional cost.

34. QD maintains a comprehensive Privacy Policy, which may be viewed at <https://www.quarterdeck.co/agreements/privacy-policy>

SPECIAL REQUIREMENTS

35. You must notify QD of any special requirements so that suitable arrangements and reasonable adjustments can be made. QD shall not be responsible for loss or damage if you fail to notify of any such special requirements and QD shall not be liable to provide any compensation in these circumstances. In the event you require additional advice or support prior to booking you must contact QD using the contact details available at www.quarterdeck.co/contact

36. If you have a medical condition, mobility problem or disability that actually or potentially may affect your application, QD may require a doctor's certificate or other documentation relating to such medical condition, mobility problem or disability. You must provide QD with full details of any medical condition, mobility problem or disability in writing at the time of applying.

COMPLAINTS

37. If you are unhappy with the performance of any element of the Course, you must address your complaints to a member of QD's staff. QD Management will then attempt to find an appropriate solution. Many complaints can be rectified on the spot or will be referred to a more senior member of staff.

SEVERABILITY

38. If any provision or part of a provision, of these application conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part-provision will be struck out of these application conditions and the remainder of these application conditions will apply as if the offending provision or part-provision had never been agreed.

ASSIGNMENT

39. You may not transfer or assign any of your rights or obligations under these application conditions without QD's prior written consent.

RE-SELLING

40. QD does not permit reselling of its products without prior written consent. In the event you resell one of QD's products without prior consent, QD reserves the right to refrain from complying with any obligations attached to the product nor provide a refund for non- performance as such.

GOVERNING LAW & JURISDICTION

Your contract with QD shall be governed exclusively by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).