

SKIPPER & HOSTESS ACADEMY

BOOKING TERMS & CONDITIONS

This document sets out the standard booking terms and conditions of Quarterdeck Life Ltd (“**QD**”), a company registered in the United Kingdom with company number 08712742 whose registered address is Unit 1 Utopia Village, 7 Chalcot Road, London NW1 8LH.

Please ensure you read this document in full before booking. 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 booker, who has contracted with. References to ‘we’, ‘our’, and ‘us’ are references to QD.

GENERAL

1. QD shall respond to registrations of interest and tentative bookings (“**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 bookings are subject to availability and QD reserves the right to decline any booking or change these terms at its absolute discretion.
4. QD reserves the right to:
 - a. Alter the price of a Course at any time before confirmation;
 - b. Correct pricing errors at any time after confirmation; 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 a booking 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 runs from the Date of Acceptance. During the Period you may cancel and receive a full refund of any payments made less any bank transfer charges.
7. The Period shall not apply to bookings made for Courses that are expected to take place within 28 days from the Date of Acceptance.

Payment

8. You will pay QD a sum which shall be comprised of the service(s) provided, QD's administration fee and a card fee (the "**Gross Sum**").
9. For any card fees incurred by you, they shall be charged as follows:
 - a. Debit card – 0%
 - b. VISA credit card – 2%
 - c. MasterCard – 2%
10. You may pay the entire Gross Sum in one lump sum.
11. QD shall, at its sole discretion, offer payment installment options from time to time. Should QD exercise this discretion to allow as such, this will be communicated or otherwise made apparent to you before booking a Course. In such events, the payment installment plan shall be broken down into 2 payments as follows:
 - a. Payment of 30% of the total cost of the booking, to be paid no later than 12 weeks before the Course begins; and
 - b. Payment of all remaining monies, to be paid no later than 6 weeks before the Course begins.
12. Failure to pay an installment as defined in clause 11 shall confer on QD the right to cancel the booking with no refund.
13. It is your responsibility to check the payment due dates and ensure that if payment is not made in one lump sum that payments have been made in accordance with clause 11. Any delay in making a payment may result in your booking being cancelled in accordance with clause 12. 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

14. Requests to change scheduled Course must be made in writing and submitted via email to info@quarterdeck.com or any other email address specified by QD from time to time immediately. These requests must clearly state the alternate Course requested. Any request submitted shall be deemed to be received by QD on the next working day after the date of submission.
15. QD shall use their reasonable endeavours to facilitate changes from one Course to another. If no space is available on the alternate Course requested, QD will inform you of this, in which case, you may:
 - (a) attend the Course that you originally booked;
 - (b) attend an alternative Course that was not requested but on which space for you is available; or,
 - (c) cancel your booking.

16. There will be no charge for changing Course unless the price of the alternate Course is more expensive than the original Course, in which case, you will be required to pay the difference. If the alternate Course of your choice is cheaper than the original Course you will not receive a refund of the difference. □
17. Changing Course may cause QDy to incur administrative costs. You will be required to pay for any administrative costs if any 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 booking, you must request as such via a submission in writing via email to info@quarterdeck.com or any other email address specified by QD from time to time 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. You shall be entitled to a refund (as a percentage of the booking price) as follows:
- a) where cancellation occurs more than 90 days before the date of the Course you shall receive a refund corresponding to 80% of the booking price;
 - b) where cancellation occurs fewer than 90 days but more than 15 days before the date of the Course you shall receive a refund corresponding to 50% of the booking price;
 - c) where cancellation occurs fewer than 14 days but more than 10 days before the date of the Course you shall receive a refund corresponding to 20% of the booking price; and, □
 - d) where cancellation occurs fewer than 9 days before the date of the Course you shall no longer be entitled to any refund. □
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 an Course meets your requirements and expectations.

CANCELLATION BY QD

21. QD reserves the right to cancel a booking in the event of low registrations or low expected attendance numbers in respect of any particular Course. This right may be exercised at any time up to 28 days prior to the start date of the Course. In the event this right is exercised, QD shall:
- a) submit a notification to you informing you of this decision (this notification shall be sent to the same email address from which the Initial Email emanated unless otherwise agreed between you and QD); and
 - b) immediately issue you with a full refund out of cleared funds.
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.

TRAVEL INSURANCE

23. It is a condition of your booking that you have travel insurance and by booking a Course you confirm that you have such travel insurance in place that covers risky and adventurous activities such as sailing and other water sports.
24. QD reserves the right to ask you to procure a copy of the policy you have taken out in accordance with clause 23 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 booking and offer no refund.

YOUR BEHAVIOUR

25. QD reserves the right to terminate your participation in a Course if, in the reasonable opinion of a Course instructor, your behaviour poses a threat to your own safety or the safety of others.
26. In the event that QD terminates your participation in accordance with clause 25, you will not be paid a refund and you could be made to leave the Course immediately.
27. QD operates a zero tolerance drug 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

28. QD reserves the right to collect still and video images of you for promotional purposes. When you make a booking with QD you agree and 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.
29. If you do not agree with clause 29 of this agreement you must submit a notification to QD via email to info@quarterdeck.com or any other email address specified by QD from time to time. Notifications submitted under this clause 30 must be executed prior to the start date of any Course.

DATA PROTECTION

30. 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.
31. QD maintains a comprehensive Privacy Policy, which may be viewed at www.quarterdeck.co/

SPECIAL REQUIREMENTS

32. 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.com/contact.
33. If you have a medical condition, mobility problem or disability that actually or potentially may affect your booking, 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 such medical condition, mobility problem or disability in writing at the time of booking.

COMPLAINTS

34. 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. We 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

35. If any provision or part of a provision, of these booking 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 booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

ASSIGNMENT

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

RE-SELLING

37. 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

38. 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).