

SKIPPER & HOSTESS ACADEMY BOOKING TERMS & CONDITIONS

This document sets out the standard booking terms and conditions of Quarterdeck Life Ltd, a company registered in the United Kingdom with the 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. 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 Quarterdeck.

GENERAL

1. Quarterdeck shall respond to registrations of interest and tentative bookings (**Initial Email**) with further instructions.
2. Your offer to purchase a place on an event shall be deemed to be accepted only when Quarterdeck 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 Quarterdeck. The date of the Confirmation Email shall represent the date your contract with Quarterdeck comes into existence (**Date of Acceptance**).
3. All bookings are subject to availability and Quarterdeck reserves the right to decline any booking or change these terms at its absolute discretion.
4. Quarterdeck reserves the right to alter the price of an event at any time before confirmation and reserves the right to correct pricing errors at any time after confirmation.
5. Quarterdeck reserves the right to 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 Quarterdeck website.
6. You confirm that through making a booking via Quarterdeck website you have read and agreed to all relevant terms and conditions.

THE 'COOLING OFF' PERIOD

7. You will have a seven 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.
8. The Period shall not apply to bookings made for events that are expected to take place within the period of 28 days from the Date of Acceptance.

Payment

9. You will pay Quarterdeck the gross sum owed. This includes the cost of the service(s) provided, Quarterdeck's administration fee and a card fee as shown below:

- a. Debit card – 0%
 - b. VISA credit card – 2%
 - c. MasterCard – 2%
10. You may pay the entire amount owed in one lump sum.
11. The payment installment plan shall be:
- a. the first payment of 30% of the total cost of the booking must be paid no later than 12 weeks before the event begins;
 - b. the second payment of all remaining monies must be paid no later than 6 weeks before the event begins.
12. Failure to pay an installment by a payment due date confers on Quarterdeck 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 the payment instalment plan. 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 Quarterdeck as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, Quarterdeck will communicate this to you in writing.

CHANGING EVENT

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

- a) If you choose to change event and the alternate event of your choice is cheaper than the original event; you will not receive a refund of the difference.
 - b) If Quarterdeck chooses to change event and the alternate event chosen is cheaper than the original event, you will receive a refund of the difference in price
17. Changing event may cause Quarterdeck to incur administrative costs. You will be required to pay for any administrative costs if any such costs are incurred. Quarterdeck shall use their reasonable endeavours to ensure that any administrative costs incurred are as minimal as possible.

CANCELLATION BY YOU AND REFUNDS

18. If you decide to cancel your booking, requests to cancel bookings must be made in writing and must be submitted via email to info@quarterdeck.co or any other email address specified by the Academy from time to time as soon as possible. Any request shall be deemed to be received by Quarterdeck 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 event 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 event 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 event 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 event you shall no longer be entitled to any refund.
20. No refund shall be available after the date of the event in any circumstance whatsoever. You are therefore encouraged to contact Quarterdeck well in advance so that you can decide whether an event meets your requirements and expectations.

CANCELLATION BY Quarterdeck

21. Quarterdeck reserves the right to cancel a booking in the event of low registrations or low expected attendance numbers in respect of any particular course (**Academy**). This right may be exercised at any time up to 28 days prior to the start date of the Academy. In the event this right is exercised, Quarterdeck 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 Quarterdeck); and
 - b) immediately issue you with a full refund out of cleared funds.
22. Quarterdeck will under no circumstance be liable for the compensation of any lost flights or reimbursement of flight costs.

TRAVEL INSURANCE

23. It is a condition of your booking that you have travel insurance and by booking an event you confirm that you have such travel insurance in place that covers risky and adventurous activities such as sailing and other water sports.

YOUR BEHAVIOUR

24. Quarterdeck reserves the right to terminate your participation in an event if in the reasonable opinion of an instructor your behaviour poses a threat to your own safety or the safety of others.
25. In the event that Quarterdeck is required to terminate your participation in accordance with clause 24, you will not be paid a refund and you could be made to leave the Academy immediately.
26. Quarterdeck operates a zero tolerance drug policy. If you are found in possession of illegal substances, Quarterdeck 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 Academy at any time during the course. Quarterdeck reserves the right to inform the relevant law enforcement authorities as we see fit.

IMAGE COLLECTION

27. Quarterdeck reserves the right to collect still and video images of you for promotional purposes. When you make a booking with Quarterdeck you agree and that such images may be collected and used by Quarterdeck in any way it sees fit including commercial exploitation. Images collected may be cropped, altered, combined or edited. You agree and confirm that Quarterdeck shall retain all rights in connection with such images.
28. If you do not agree with clause 27 of this agreement you must submit a notification to Quarterdeck via email to info@quarterdeck.co or any other email address specified by Quarterdeck from time to time. Notifications submitted under this clause 28 must be executed prior to the start date of any event.

DATA PROTECTION

29. Quarterdeck 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. Quarterdeck 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 Quarterdeck holds about you upon payment of an administration fee; and,
 - b) correct any inaccuracies in the personal data Quarterdeck holds about you at no additional cost.
30. Quarterdeck maintains a comprehensive Privacy Policy, which may be viewed at www.quarterdeck.com/privacy-policy.

SPECIAL REQUIREMENTS

31. You must notify Quarterdeck of any special requirements so that suitable arrangements and reasonable adjustments can be made. Quarterdeck shall not be responsible for loss or damage if you fail to notify it of any such special requirements and Quarterdeck 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 Quarterdeck using the contact details available at www.skipperacademy.com/contact.
32. If you have a medical condition, mobility problem or disability that actually or potentially may affect your booking Quarterdeck may require a doctor's certificate or other documentation relating to such medical condition, mobility problem or disability. You must provide Quarterdeck with full details of any such medical condition, mobility problem or disability in writing at the time of booking.

COMPLAINTS

33. If you are unhappy with the performance of any element of the Academy, you must address your complaints to a member of Quarterdeck'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

34. 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

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

RE-SELLING

36. Quarterdeck does not permit reselling of its products without prior written consent.

JURISDICTION

37. Your contract with Quarterdeck 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).