

## **RBYC Course Terms & Conditions**

### **1. Agreement.**

I understand that by submitting my enrolment request to the Course and accepting these terms and conditions, I enter into an agreement with the Training Centre, by which I agree to become bound by and comply with:

these terms and conditions;  
the Course enrolment form;  
the National Integrity Framework; and  
all other rules that govern the Course.

### **2. Definitions:** For purposes of these terms and conditions the following definitions apply:

(a) “Course” means the sailing or boating course that I am seeking to register for as selected in my enrolment form;

(b) “Course Materials” means any educational materials published, displayed or distributed as part of or in connection with the Course, such as handbooks, text books, booklets, apostils, instruction pages and videos, whether charged separately for;

(c) “Instructor” means the person or persons ministering the Course;

(f) “Training Centre” means an entity recognised or accredited by Australian Sailing to offer sailing or boating courses, including the Course, and its respective directors, officers, servants or agents;

(g) “Australian Sailing” means Australian Sailing Limited and its respective directors, officers, servants or agents.

### **3. Information:** I acknowledge that it is my responsibility to obtain, read and understand all the applicable rules before proceeding with my enrolment and participation in the Course.

### **4. Code of Conduct:** I acknowledge that there is great value on the time and commitment all participants invest in their participation in the Course and accept that behaviour which breaches any rules will not be tolerated. Key expectations from a participant in a Course are to:

encourage participants to play by the rules and respect the officials decisions and that of the Course, Instructor or Training Centre;

abide by the law;

appreciate good performances and the skill of all participants;

support all efforts to remove verbal and physical abuse from activities; and

respect the rights, dignity and worth of every participant regardless of their gender, ability, cultural background or religion

### **5. Enrolment:** I acknowledge that my enrolment can be accepted or rejected by the Training Centre at its discretion in the exercise of its functions

### **6. If accepted I will be permitted to attend the Course subject to complying with the terms and conditions of the Course, this declaration and any reasonable direction issued by the Course organisers or their representatives.**

7. Participation: If my enrolment is accepted, I will be permitted to attend the Course subject to complying with the rules and any reasonable direction given by the Instructor, either before or during the Course.

8. Course Completion: If I reach the end of a course and don't fulfil the course competencies, I acknowledge that I won't be provided with the course completion certificate. At the discretion of a training centre there may be additional sessions offered separately from the course to assist participants in reaching the competencies.

9. Fitness to Participate: I declare that I am, and must continue to be, medically and physically fit and able to participate in the Course. Should I suffer from or become aware of any illness and/or require medical attention for a pre-existing condition, I will fully disclose all details to the Training Centre so that I am not a danger to myself or to the health and safety of others. I will immediately notify the Training Centre in writing of any change to my fitness, health and ability to participate in the Course. I understand and accept that except if I advise otherwise in writing, the Centre will rely upon this declaration as evidence of my fitness and ability to participate in the Course.

10. Refund of fee: Unless otherwise specified by the Training Centre in the enrolment form to the Course, the Course fee will be refundable as follows:

In every circumstance where a refund is requested, the first option is to transfer the participant to another applicable Course/Event. Where this is not possible, the following conditions apply:

i) Notice period of Cancellation –

Less than 7 days prior to the Course/Event - No Refund

More than 7 and less than 14 days prior to the Course/Event - 50% Refund (less any transaction fees)

More than 14 days prior to the Course/Event - 100% Refund (less any transaction fees)

ii) Cancellation due to illness, injury or death:

If a participant is unable to participate in the Course/Event and can produce appropriate evidence, the fee will be fully refunded (less any transaction fee applied by the merchant).

iii) Event cancellation:

If the Event is cancelled by the event organiser, the fee will be fully refunded.

iv) Force Majeure:

If a Course/Event is cancelled due a reason outside the control of the organiser, a refund may be provided at the discretion of the Course/Event organiser.

11. Risks: I understand that participation in sailing or boating activities can be inherently dangerous. Risks include overexertion, equipment failure, dehydration, serious accidents, weather conditions, water quality, shark attack, crocodile attack

and stinger attack which can and do happen and may result in me being personally injured or my property being damaged. After considering the risks involved, I have voluntarily decided to participate in the Course and assume all potential risks.

12. Weather Conditions: The Course and the conduct of; and participation in the Course will be affected by weather and associated conditions. Given there is often an element of luck with these conditions, I acknowledge and agree that the Training Centre cannot control weather and associated conditions and may postpone or cancel the Course as they think fit and no refund of fees apply

13. Assistance: If required, the Training Centre will arrange medical or hospital treatment (including ambulance transportation). I authorise such actions being taken by the Training Centre where my further consent cannot be obtained and agree to meet all costs associated with such action

14. Disclaimer: To the maximum extent permitted by law, I understand and agree, as a condition of my enrolment in the Course (if accepted), that the Training Centre and Australian Sailing disclaims any liability (whether in tort, including negligence, contract, statutory or otherwise) for any injury (whether fatal or otherwise) or damage arising out of my participation in the Course.

15. Indemnity: I acknowledge that the participation in the Course is my personal decision after having considered all the rules and risks and agree in consideration of the acceptance of my enrolment, to indemnify and hold harmless the Training Centre and Australian Sailing from and against any Claim that I or any other person, including my relatives or any other participant in the Course, may have in connection to the eventuation of any risk, damage or injury (including permanent or fatal) I may suffer or cause arising out of my participation in the Course. "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising (whether in tort, including negligence, contract, statutory or otherwise), other than and except to the extent the claim is covered by the Training Centre or Australian Sailing's insurance policies.

16. Insurance: Course participants are provided limited insurance cover under a Personal Accident Policy. I understand that the coverage is limited and in no circumstance the Training Centre or Australian Sailing will be responsible for any compensation directly and/ or in excess of the amount the insurer may pay under that Personal Accident Policy.

17. Privacy: I understand that the information I have provided in my enrolment, as well as any health information I further provide to the Training Centre or Australian Sailing, is necessary for the organisation and conduct of the Course and for the objects of Australian Sailing. Use of the information will be subject to the privacy policy of each of these entities, which I am responsible to obtain, read and understand. The Australian Sailing Privacy Policy can be located here.

18. Photographic materials: I consent to photographs and videos being taken of me during participation in the Course and authorise the Training Centre and Australian Sailing to use such photographs and videos for promotional or other sailing and boating development and marketing purposes without my further consent being

obtained. Further, I consent to the Training Centre and Australian Sailing using my name, image, likeness and performance in the Course.

19. Course Materials: I acknowledge that all Course Materials are intellectual property of Australian Sailing or its licensors and will not copy or use the Course Materials for any purpose other than in connection with and for benefiting from the Course. I further acknowledge that although best efforts have been undertaken to ensure that the information is accurate, complete and correct at the time of publication, Australian Sailing take no responsibility and disclaims liability (in contract, tort including negligence, statutory or otherwise) for any error, omission or defect in the Contract Materials or any of its content. Any reference to specific products, companies or services does not necessarily constitute or imply recommendation or endorsement by Australian Sailing.

20. Capacity:. The applicant declares to be over 18 years of age or if under age, to have obtained authorisation from and be represented by the parent or guardian, who expressly agrees to be responsible for the applicant's behaviour and agrees to personally accept the conditions set out above, including the provision of an indemnity.