

# Terms & Conditions

## 1. Agreement and Booking

- By booking a course, event, or charter (via website, email, phone, or in-person), you (the "Participant" or "Client") enter into a legally binding contract with SA Sailing Academy (the "Academy").
- Bookings require completion of all forms, including medical questionnaires, waivers, and payment of deposits (50% of the total fee).
- All Participants must be at least 18 years old, or if under 18, must be accompanied by a parent/guardian who signs on their behalf, with the exception of dedicated Youth camps. Under-18s require parental consent for all activities.
- The Academy reserves the right to refuse or cancel bookings if requirements (e.g., fitness levels, certifications) are not met.
- Governing law: This agreement is subject to the laws of South Africa.

## 2. Fees and Payments

- Full payment is due 60 days before course start. Late payments may incur fees or cancellation.
- Fees include instruction, use of equipment/boats, and basic provisions, fuel, tea & coffee.

## 3. Cancellations and Refunds

- Participant Cancellation:
  - More than 60 days before start: Full refund minus 15% admin fee.
  - 30-60 days before the start: 50% refund.
  - Less than 30 days: No refund.
- Academy Cancellation: Due to weather, mechanical issues, or force majeure, the Academy may cancel or alter courses. Transfer to an alternative date offered; no further liability.
- No refunds for early departure by Participant due to illness or any other reason.

## 4. Health, Fitness, and Safety

- Participants must disclose all medical conditions (e.g., allergies, heart issues, pregnancy) on booking forms. The Academy may require a doctor's note for certain conditions.
- Minimum fitness: Ability to move safely on a moving vessel, lift basic gear (e.g., 10-20kg), and swim 50m unaided. Courses may involve physical exertion; Participants assume risks.
- Under 18s: Must remain under the supervision of a parent/guardian; with the exception of a dedicated Youth camp; additional supervision rules apply.
- COVID/Health Protocols: Participants must comply with current health guidelines (e.g., vaccination proof, testing if required).
- Emergency: The Coach, Instructor, Skipper's authority is absolute under maritime law. Participants must follow all commands for safety.

## 5. Liability and Insurance

- Inherent Risks: Sailing involves risks like drowning, injury from falls/equipment, weather changes, or seasickness. Participants acknowledge these and participate at their own risk.
- The Academy's Liability: Limited to negligence only. No liability for indirect losses (e.g., missed flights). Maximum liability capped at course fees.
- Participant's Insurance: Required to have personal travel/medical insurance covering sailing activities. The Academy provides third-party boat insurance but not personal effects or injury coverage.

- Damage to Academy Property: Participant liable for wilful damage.
- Force Majeure: Academy not liable for events beyond control.

#### 6. Conduct and Rules

- Participants must follow Skipper/Coach/Instructor instructions at all times. Refusal may result in removal from the course without refund.
- Prohibited: Illegal drugs, excessive alcohol (impairing safety), or disruptive behaviour. Violations lead to immediate termination.
- Navigation: Participants must hold required licenses (e.g., VHF radio, basic seamanship) for independent chartering. Sail only in designated areas and favourable conditions.
- Environmental: No littering; comply with marine protected area rules.

#### 7. Weather and Course Changes

- Courses proceed in conditions deemed safe by the Skipper (e.g., Beaufort scale up to Force 5). Poor weather may alter itineraries, shorten sessions, or move to theory/indoor training—no refunds.
- The Academy reserves rights to change routes, boats, or schedules for safety/operational reasons.

#### 8. Media and Privacy

- Participants grant the Academy permission to use photos/videos of them (and their likeness) for promotional purposes (websites, social media).
- Data Privacy: Personal data handled per POPIA policy. We collect info for bookings, safety, and marketing (with consent).

#### 9. Equipment and Boat Use

- Provided: Boats, sails, safety gear (lifejackets, harnesses). Participants supply personal clothing, sunscreen, and non-slip shoes.
- Care: Return boat clean. Failure incurs cleaning charges.
- For Charters: Skipper must log all activities; report issues immediately.

#### 10. Complaints and Dispute Resolution

- Raise issues on-site with the Skipper/Coach/Instructor. Post-course complaints within 7 days via email to [coach@sailingacademy.co.za](mailto:coach@sailingacademy.co.za).
- Informal resolution first; if unresolved, binding arbitration or small claims court applies.

By signing/booking, you confirm you've read, understood, and agree to these terms. Contact [coach@sailingacademy.co.za](mailto:coach@sailingacademy.co.za) for questions.