

# NCYC SAILING ACADEMY



## Terms & Conditions

### Refunds and Course/Event Transfer

The NCYC Sailing Academy is a Recognised Training Centre of *Australian Sailing*, and all courses are conducted under their accreditation. These Terms & Conditions apply in conjunction with the 'Accredited Training Course Terms & Conditions' issued by *Australian Sailing*.

#### Definitions

For purposes of these Terms & Conditions the following definitions apply:

1. "NCYC Sailing Academy" is the *Australian Sailing* accredited training centre of Newcastle Cruising Yacht Club.
2. "Event" means a sailing session conducted on a single standalone date.
3. "Course" means the group of sailing sessions conducted as a combined program over two to 10 sessions/weeks.

#### Payment

1. Full payment of the Course/Event fee is required to confirm a participant's position on the Course/Event.

#### Refunds

2. Refunds will only be provided to participant-initiated cancellations made within the following notice periods:
  - i) Less than 7 days prior to the commencement of the Course/Event – No Refund
  - ii) More than 7 and less than 14 days prior to the commencement of the Course/Event – 50% Refund (less any transaction fees)
  - iii) More than 14 days prior to the commencement of the Course/Event – 100% Refund (less any transaction fees)
3. Refunds or credits will not be provided after the commencement of the Course/Event.
4. If a participant is unable to participate or continue in the Course/Event due to illness, injury or death, and can produce appropriate evidence, the fee paid less sessions attended will be refunded (less any transaction fees applied by the merchant).
5. If the Course/Event is cancelled by the NCYC Sailing Academy prior to it commencing, a participant may transfer their booking to another Course/Event of the same value or receive a refund.

#### Transfer

6. A participant may request to transfer to an alternate date, or to an alternate Course/Event within the following notice periods:
  - i) Less than 7 days prior to the commencement of the Course/Event – no transfer.
  - ii) More than 7 days prior to the commencement of the Course/Event – transfer permitted without any additional fees.

7. Events not attended are forfeited & are not transferrable to any other date or any other person.
8. Sessions of a Course not attended are forfeited & are not transferrable to any other date or any other person.

### **Catch Up Session**

9. An option is offered to register onto scheduled "Keelboat Catch Up Session(s)" in order to complete the course. Additional registration fees are payable.

These sessions may involve participants from *Start Crewing*, *Start Helming*, *Start Skippering* and *Women's Sailing* courses. There may be a mix of participants on the one boat.

We require a minimum of two (2) participants for the sessions to go ahead.

10. Completion of the Course is required within a six-month period of commencement.

### **Postponement**

11. Postponement of a Course/Event, by the NCYC Sailing Academy, due to bad weather or other reason will be made up:
  - (i) For a single Event participants will be issued with a 'discount code' that will allow them to book onto an Event on an alternate date;
  - (ii) For a Course, alternative session(s) will be arranged on a date & time nominated by the club.

### **COVID 19**

12. In the event of an NSW Government Covid 19 active restriction that prevents a training course to commence or shortens a course, the fee paid less sessions attended will be refunded.

If an individual is affected by an NSW Government Covid 19 restriction and cannot attend a session as a result, the session will be refunded. An individual will not be permitted to re-join a course until they have meet the NSW Health Covid 19 requirements.

Ends.

Issued: 8<sup>th</sup> November 2023