



BOOKING CONDITIONS: - NAVATHOME ON LINE COURSES



Navathome is registered with the Royal Yachting Association ('RYA') and approved to offer on-line theory courses.

On-line VHF (SRC) and Professional Practices and Responsibilities (PPR) are provided by the RYA, and practical courses and classroom theory courses are provided by Club Yachting under separate terms and conditions.

Please read these Booking Conditions carefully. When you book an on line theory course you are entering into a contract, which binds you and Navathome as detailed below. You will see we have clearly set out the booking conditions with the list of responsibilities and commitments we have towards each other.

1. Terms

All terms are for on line distance learning Day Skipper and Coastal Skipper / Yachtmaster, and Yachtmaster Ocean courses as described and provided by Navathome an RYA approved training centre specialising in on line training courses.

Prices include UK VAT, at the rate applicable at the time of raising an invoice. This rate is subject to change if the rate or application of the tax changes in between when the invoice was raised and money received in payment. Our invoice and booking acceptance is not a tax invoice. We reserve the right to correct errors in advertised prices. We will advise you of any error at the time of booking.

You will complete and return a booking form prior to receiving the course.

2. Booking Confirmation

A binding contract between you and the course provider Navathome will commence upon receipt of your payment. Once received, we will where possible issue you with a 'booking acceptance'. The contract will be subject to UK law. We both agree to submit any dispute to the exclusive jurisdiction of the UK. In all cases these Booking Conditions form the basis of your contract, and receipt of payment is deemed as acceptance of these terms and conditions.

3. Booking Monies

'Cost' will be defined as the full payment due for the course (s) you have chosen.

The balance of the Cost is payable by you four weeks before the Start-Date.

We reserve the right to pass on to you any bank charges and other costs we incur relating to your booking. Any payment by Credit Card will incur an extra charge of 1.9 % of the Cost.

4. Cancellation by You

Under both these terms and conditions, and the Consumer Protection (Distance Selling) Regulations, you have a statutory cooling off period of seven business days from the day you receive your link to the on line course.

At any time during this period you can notify us that you wish to cancel your contract and we will give a full refund.

The course materials must be returned in an 'as new' condition and the postage paid, and access to the online course material will be immediately terminated. If the course materials are damaged or opened then the cost of these will be deducted from your refund.

5. Viruses and Defects

While every effort is taken to avoid them, no liability can be accepted by us or the course provider Navathome for any viruses, or any other such issues. While the software has been used over a number of years, sometimes there may be issues identified with the software shall be notified as as practical by email and every endeavour will be taken to resolve the problem. Issues that are as a result of operating systems changes etc are not the responsibility of the course provider.

6. Course materials

Materials required to complete the course (i.e. RYA charts etc) will be dispatched on the next working day. Any extra delivery costs will be identified on the invoice.

Plotters and dividers and the RYA Training Manual are not normally included in the course costs, but may be included at our discretion (i.e. special offers etc).

7. Course Content

'Course' will be defined as any booking made for the on-line Day Skipper, Coastal Skipper / Yachtmaster and Yachtmaster Ocean courses provided by Navathome; and include the following tuition from an experienced Navathome approved RYA Instructor

We undertake to provide the course as per the details outlined on our website but we do reserve the right to amend the content from time to time without prior notification to you.

8. Hardware and Internet access

The Navathome course is compatible with Mac's, PC's, Android, tablets and iPads. Internet access is required to download each module. The RYA provided course plotter included with the course materials only works on PC's and Mac's, not mobile or other portable devices. This will not affect your ability to complete the course.

9. Pre course knowledge

You should ensure that you have the necessary pre experience (i.e. for Coastal Skipper / Yachtmaster you need to have Day Skipper theory and for Yachtmaster Ocean you need Coastal Skipper / Yachtmaster theory) before signing up for the course.

10. Course Expiry

There is an extendable access period of 6 months set for the course. If you wish to extend then there is an administration fee of £30 for each time the course is extended, unless you have completed more than 80% of the course. In this case one free extension will be included.

The maximum time between the course lapsing and being extended it is three years. After this time it will be terminated and the log on removed.

Once a student has passed the assessment their course is complete and their access removed.

11. Events Beyond Our Control

Unfortunately, events beyond our control occasionally affect the sending out of course materials. When reference is made to such events in these Booking Conditions, this means any event(s) or circumstance(s), which we could not, even with all due, care, foresee or avoid.

Such events include, but are not limited to, the following:

- non-availability (from the RYA) of the RYA course packs;
- industrial action, riots, civil strife, natural or nuclear disaster, fire, war, threat of war, actual or threatened terrorist activity and all similar situations.

We regret that we can accept responsibility, or pay any compensation, costs or expenses (or you otherwise suffer any loss or damage) as a result of these events beyond our control.

12. Any Shortcomings

You must notify any shortcomings with your course and materials. If a significant problem is not resolved to your satisfaction, please let us know as soon as possible.

For all complaints and claims which do not involve personal injury, illness or death, we regret we cannot accept any liability if you fail to notify us during your module.

13. Liability

Except where otherwise specified in these Booking Conditions, Navathome and Club Yachting cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) from any cause whatsoever other than proven negligence by us or our employees.

This clause does not attempt to exclude negligence or breach of statutory duty.

14. Copyright

Navathome Ltd have written and own full copyright of all online course material. No part of the online documents can be reproduced, stored in or introduced into a retrieval system, or transmitted in any form or by any means, (electronic, mechanical, photocopying, recording or otherwise) or for any purpose, without the express written permission of Vic and Lyn Punch or Navathome Ltd. Course material should be treated as for any copyrighted material.

15. Data Protection Policy

In order to process your booking, to ensure that your arrangements run smoothly and to meet your requirements, we need to use the information you provide.

We take full responsibility for ensuring that proper measures are in place to protect your information. The information may also be provided to security, credit checking companies or public authorities such as customs/immigration if required by them, or as required by law.

We will not pass any information you have given us onto any third party who is not responsible for all or part of your booking.

You are entitled to a copy of your information held by us. We will hold your information and may use it to inform you of offers in the future. If you do not wish to receive such approaches in the future, please confirm to us in writing.