



## SAIL TRAINING TERMS AND CONDITIONS

### 1. General Booking Conditions

All bookings are made and accepted subject to the terms set out in this document. Sail in Asia Co Ltd is a Thai company. The contract entered into when you book a SAIL IN ASIA sail training course will be construed in accordance with Thai Law. By paying the course fees you have entered into a contract with us and accept these terms.

So ... **please read the following carefully.**

### 2. Payments

When you book your training using our automated booking system, via email to [training@sailinasia.com](mailto:training@sailinasia.com) or on the phone to +66 (0) 936 104 250:

- We will reserve your place on the course you have booked. If there is no space on the course of your choice we will advise you as soon as possible that we cannot accept the booking.
- Your place on the course will be **confirmed** as soon as we receive the funds in our bank account. We will send you an email to confirm that payment has been received and that your place is now confirmed. **You should not book travel or accommodation until your course is confirmed.**
- If you pay with cash or credit card in the office we will provide a receipt, you can choose to have it sent to your email address or printed.

All of SAIL IN ASIA fees are payable in Thai Baht (THB). You are responsible for any exchange costs and for bank fees. You must ensure that the agreed fees are transferred **in full** to our account with no deductions for your bank fees or currency fluctuations. Your course may not be confirmed if you do not pay the full fee.

If, for any reason, you have not paid in full by the end of the first day of your course **a late fee of 2000 THB will be payable**. If you have not paid by the end of the second day your training may be terminated with no refund.

### 3. Payment Methods

There are several methods of paying for your SAIL IN ASIA training course.

**Credit card:** SAIL IN ASIA use the PayPal website to securely process Credit Card payments. In most parts of the world you do not need to have a PayPal account.

**PayPal:** You can pay direct from your PayPal account to ours.

**Cash Payment:** You can pay at our offices prior to the start of the and by agreement in advance. Note that **no advanced booking discount** will be available if you pay at the start of the course and **your place on the course cannot be confirmed in advance.**

**Telegraphic transfer:** Transfer money direct from your bank to ours.

You must allow for your own bank charges when transferring funds and ensure the full amount is credited to our account. Please send your bank transfer receipt to [training@sailinasia.com](mailto:training@sailinasia.com) as this helps to speed up the reconciliation process to confirm your place on the course.

**Name of Bank:** Kasikorn Bank  
**Account Name:** Sail In Asia Co.,Ltd.  
**Bank:** Kasikorn Bank – Tilok Branch – Phuket, Thailand  
**Account No:** 399 – 1 – 02764 – 4  
**Account type:** Current account  
**Swift Code:** KASITHBK

Please include your name and the course name in the comments or reference field if possible.

### 4. Cancellations

If you cancel your SAIL IN ASIA training course, the following charges will apply. Charges will be calculated with effect from the date that notification of your cancellation is received in writing by us.

Send notification to [training@sailinasia.com](mailto:training@sailinasia.com):

Period before joining your training course	Refund of course fees
More than 90 days	70% of the total you paid will be refunded
30-89 days	50 % of the total you paid will be refunded
Less than 30 days	No refund

In the unlikely event that SAIL IN ASIA has to cancel your course, you may either make another booking or receive a full refund. SAIL IN ASIA **will not accept liability** for any other costs you may have incurred and strongly advise **you** to take adequate travel insurance including cover for cancellations.

## 5. Change of Course

If you change the course you wish to attend:

- a) If the new course is more expensive than the course you had booked you will have to pay the difference to confirm the new booking;
- b) If the new course is cheaper than the new course the difference in value will be treated as a cancellation and a refund in line with the table above will be paid. E.g. If you change your booking 40 days before the start of the course then 50% of the difference between the original fee and the new fee will be refunded to you.
- c) If you reduce the number of people on the booking this is treated as a cancellation and the conditions in Section 4 apply.

When arranging travel insurance you are strongly advised to ensure that you have **adequate cancellation insurance**.

## 6. Change of Start Date

In the event that you change the start date of your SAIL IN ASIA training course, the following charges will apply. Charges will be calculated with effect from the date that notification of the change is received by us in writing. Send notification to [training@sailinasia.com](mailto:training@sailinasia.com)

Period before joining your training course	Refund of course fees for changes to start date
More than 90 days	No charge
30-89 days	You will be charged a flat fee <b>1,500 THB</b>
Less than 30 days	<b>Subject to agreement</b> , normally changes are possible but there will be a <b>3,000 THB</b> fee and other fees may be payable.

In the very unlikely event that SAIL IN ASIA has to change the start date of your course, you may either make another booking or receive a full refund. SAIL IN ASIA will not be responsible for any resulting loss and advise all clients to take adequate travel insurance including cover for cancellation or changes to booked services.

## 7. Deposit

Most of our courses require full payment in advance in order to receive discounts. However a small number of specially arranged courses may be booked with a deposit. If you have paid a deposit the balance is due 30 days prior to the start of the course. If the balance is not paid on time then SAIL IN ASIA may, at their discretion, cancel the course. In this event you will not be entitled to a refund.

## 8. Bad weather and force majeure events

It is in the nature of sailing that it can be impacted by the weather. However, it is very unusual for our courses to be seriously effected by the weather. If the weather is such that proceeding to sea would put you, other students, our instructors or our boats in danger then sailing will be cancelled. This is a very rare occurrence, but if it does happen then SAIL IN ASIA will **not be liable** for the loss of sea time. Shore based training may be substituted where appropriate.

In the event of other force majeure events including acts of God, strikes, acts of government, civil unrest, war or any other occurrence beyond our control, SAIL IN ASIA will not be liable if prevented from fulfilling our obligations.

## 9. Client obligations

By making a booking with sail in Asia you agree to and confirm the following:

1. The details you provide in the booking form or booking email are complete, truthful and accurate;
2. You will comply with all requests of SAIL IN ASIA staff on-board our vessels. You accept that as a trainee you have limited experience of sailing and may not be able to detect when your safety, the safety of others or the safety of the vessel are at risk; you will therefore follow the requests of SAIL IN ASIA staff as quickly and fully as possible. You can always ask why **afterwards**;
3. You accept sole responsibility for your behaviour.
4. You accept sole responsibility for the behaviour of your children under the age of 18 years that accompany you and absolve SAIL IN ASIA from any responsibility should they suffer loss or injury other than directly due to the wilful act or negligence of SAIL IN ASIA staff.
5. You recognise the risks inherent in spending extended periods of time outside in the heat of Phuket and agree to take sensible precautions including using sun protection, suitable clothing and drinking plenty of water. Advice is available from SAIL IN ASIA staff and should be followed.
6. Swimming or diving from SAIL IN ASIA vessels is entirely at your own risk. We are not dive or swimming instructors and can offer no assistance or support for any in-water activities. You may only bring SCUBA equipment on-board with the express permission of the SAIL IN ASIA Principal or the Chief Instructor.

## 10. Attendance

Please remember that there are other people on your training course. In order not to inconvenience them please always arrive at your training sessions on

time. Unless your instructor tells you otherwise this means 0900 in the morning and 1400 in the afternoon.

**Call 0936 104 250 if you are going to be late.**

If the training session is afloat (i.e. out in a boat) then the instructor will wait a maximum of **20 minutes**. If you are not there in that time then the yacht will go to sea without you. You will not be entitled to any refund and you may fail the course that you are following. **If you miss a session of an STCW training course you will fail the course and a certificate will not be issued for the modules missed.**

If you are detained due to **legitimate circumstances beyond your control** our staff will do all they can to help you make up the lost time but cannot guarantee that it will be possible. SAIL IN ASIA accept no responsibility for any resulting losses.

## **11. Termination of training**

Under certain extreme conditions SAIL IN ASIA reserve the right to terminate your training with immediate effect:

- a) SAIL IN ASIA will not tolerate the use of illegal drugs, if you are found to be using or to possess them your training will be terminated.
- b) You may not be under the influence of alcohol during training. If you are intoxicated you will be asked to leave the day's training. If you turn up to a second session intoxicated your training may be terminated.
- c) If you break Thai law your training may be terminated.

In any of the above events you will not be entitled to a refund and we will not accept future booking from you.

## **12. Liability**

SAIL IN ASIA will not accept liability for any loss, damage, injury, death or illness arising out of, or during any training course other than where such injury or damage was caused by, or as a direct result of negligence or deliberate act by SAIL IN ASIA staff.

## **13. Photography**

SAIL IN ASIA staff may at times take photographs or video for use in publicity material. If you have any objection to your image being used for this purpose, please inform us when the photography takes place.

## 14. International Yacht Training

### IYT Training Courses

SAIL IN ASIA deliver training courses that are approved and certificated by International Yacht Training (IYT). They follow the appropriate IYT syllabus and may use IYT teaching materials. SAIL IN ASIA frequently use additional training material developed by our staff here in Thailand. This material is used in full agreement with IYT and in line with the affiliation that we have with them.

IYT certificates are issued by IYT from their head office in Canada. Processing and delivery is therefore not controlled by SAIL IN ASIA and we cannot be held liable for delays.

The cost of recreational course certification and of STCW course certification is included in your courses fees. Certain professional courses incur additional IYT charges; you will be made aware of this at the time of booking if it applies to your course.

International Certificates of Competency (ICC) if required are subject to an additional charge that is set and collected by IYT.

### Course Materials

IYT course materials in PDF format are available to you for all IYT courses that you are booked and confirmed on. Hard copies are available for purchase from the office. Please note that you are only entitled to the PDF course materials for the courses that you have booked and paid for.

## 15. Sail In Asia Services

### Inclusions

- Provision of suitably qualified and experienced sail training instructors for the level of course.
- Provision of yachts, RIBS and associated equipment suitable for the level of course.
- Use of the SAIL IN ASIA shore facilities, including complimentary tea, coffee and drinking water.
- Assistance from SAIL IN ASIA office staff in securing accommodation, transportation and related services, where requested. Note the services are billable separately, by SAIL IN ASIA or by the services provider.
- Provision of **PDF copies** of training materials.
- Use of reference materials and navigational equipment during the course. Note these must be returned at the end of the course or you will be invoiced for them.

## Exclusions

- Accommodation and food.
- Transportation to and from the training venue.
- Airport transfers.
- Travel insurance.

Please read these terms and conditions carefully and ensure that you understand them. They are for the comfort and protection of all parties. We have gone to great lengths to ensure that they are clear and fair.

## **16. Enjoy!**

Our final condition is that you come on the course learn a lot, have a great time and enjoy every minute that you are in Phuket's premier sailing location with Asia's premier sail training organisation.

**The SAIL IN ASIA team,**

**Phuket, 2015**