

Boat Wise Sydney

Terms and Conditions

The Terms and Conditions below form an agreement between Boat Wise Sydney and the client and the submission of an enrolment form together with an attendance at our training course or any subsequent training courses is regarded as an acceptance of these Terms and Conditions. Boat Wise Sydney's goal is to deliver the highest quality boat training and skippering to our clients.

1. The client ("You") is considered to be the skipper of the vessel at all times and is responsible for the vessel, supplying all fuel for it and ensuring that it is fully insured, seaworthy and that the required safety equipment is on board.
2. The vessel must be seaworthy and functional on the day of tuition and, in the event that it is not so, or should mechanical failure or other issues with the vessel arise rendering it inoperative such that tuition cannot proceed at the scheduled time, you must notify Boat Wise not less than 48 hours prior to the due time of commencement of tuition, failing which the cost of tuition will be forfeited. Notwithstanding that and that our policy that no refunds of fees paid by you will be given under any circumstances, tuition may be rescheduled with the consent of Boat Wise whose consent shall not be withheld unreasonably.
3. If any accidents or incidents occur on the vessel during training, any claim is to be made against the insurance which you have effected for the vessel.
4. Neither Boat Wise Sydney nor any of its representatives shall be liable for any incidents or accidents on the vessel.
5. You must have in place comprehensive marine insurance which covers all aspects of normal marine insurance for the area in which you are expecting to operate.
6. Boat Wise Sydney will use our best endeavours to ensure you achieve the qualifications for which you have enrolled, but no guarantee is offered to that effect.
7. You agree to comply with Boat Wise Sydney's operating procedures at all times.
8. Boat Wise Sydney excludes liability for death or physical or mental injury to you caused or arising from or in connection with the delivery of our services to you.
9. You indemnify Boat Wise Sydney against all claims and liabilities arising from the death or physical or mental injury to you howsoever caused arising from or in connection with the delivery of our services under our agreement with you.

10. You acknowledge and accept that boating activities carry inherent risks such as those arising from physical exhaustion, slips and falls, adverse weather conditions, equipment failure and remoteness from medical services.
11. You indemnify Boat Wise Sydney, our staff, agents and contractors from all claims made or threatened against us arising out of or resulting from any accident, damage or injury occurring on board, caused by you or your invitees or visitors or arising out of or resulting from your breach of our agreement with you.
12. If any property is destroyed or damaged, we are not liable to pay for this under any circumstances.