



Terms & Conditions

- 1. PURPOSE**
This document defines the Terms and Conditions and general rules for Navigation Academy and its customers.
- 2. LEGAL ENTITY**
Navigation Academy is a trading name of EaseAway Ltd.
- 3. AUDIENCE**
These Terms & Conditions govern any agreement between Navigation Academy and its customers who have booked directly or via Third Parties with EaseAway Ltd consensus.
- 4. LOCATION**
The training courses are taking place at the Training Ship Quantock, Lower Wharf Street, Ashton-under-Lyne, OL6 7PE.
- 5. SCHEDULE, PERIOD & PEOPLE**
The schedule, booking period number of people, type of service are defined and agreed based on the Navigation Academy booking confirmation sheet.
- 6. BOOKING**
The booking is considered to be complete only when Advanced Payment is paid. The Advanced Payment shall be paid to EaseAway or authorised Third Parties on the signing of this agreement. No signed agreement will void any booking and any Advanced Payment will be returned. Booking is only a partial payment of the full charter fee.
- 7. PAYMENT**
The final payment must be cleared prior to beginning of the course, at least 5 working days. Any payment can be done via PayPal or bank transfer, whichever is the most convenient.
- 8. DEPOSIT**
A deposit of €100 per day is required for residential courses.
- 9. ALTERATIONS**
In the event of course cancellation for whatever reason our Clients have the option to:
 - a. Accept an alternative course date.
 - b. Full refund of the amount paid and received by EaseAway Ltd.
- 10. CANCELLATION**
A full refund will be granted if the cancellation occurs in the 3 week period prior to course start.

Period prior course date	Percentage Refundable
Before 15 working days	100%
Between 10 and 14 working days	80%
Between 5 - 9 working days	40%
Less than 4 days	0%

- 11. INSURANCE & LIABILITIES**
The Navigation Academy is not responsible for any loss, damage of personal belongings throughout the duration of the service. It is the Client responsibility to fill in the medical form.
- 12. FORCE MAJEURE**
Force Majeure Event means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.
Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this agreement so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event: notify the other party of the nature and extent of such Force Majeure Event; and use all reasonable endeavours to remove any such causes and resume performance under this agreement as soon as feasible.
- 13. VARIATION**
No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 14. WAIVER**
Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 15. SEVERANCE**
If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected. If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16. ENTIRE AGREEMENT**
This agreement constitutes the whole agreement between the parties in conjunction with the following documents which have been read and/or filled in and returned. The Client acknowledges that the following documents:

1. Service Sheet	Signed & Returned	<input type="checkbox"/>
2. Medical Form	Filled In & Returned	<input type="checkbox"/>
3. General Info	Read	<input type="checkbox"/>
- 17. ASSIGNMENT**
The Client shall not, without the prior written consent of EaseAway Ltd, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement. Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.
- 18. LAW & JURISDICTION**
These Terms & Conditions shall be governed by and construed in all respects in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

SIGNED BY THE PRICIPAL of Navigation Academy

SIGNED BY THE Client