

# AEGEAN SAILING SCHOOL

## Terms & Conditions

### **Definitions**

As you read these terms and conditions, please note that:

"We", "our", "ourselves" and "us" means Aegean Sailing School.

"You", "your" and "yourself" means the person whose name appears on the booking form overleaf.

"Course" means the tuition and associated facilities provided by us to teach you elements of navigation, seamanship and sail cruising.

### **Evidence of Contract**

The evidence of the contract between you and us is the completed booking form and the banking by us of your remittance.

### **Changes to your course**

You are not entitled to change the date and/or type of a course reservation once confirmed. We will, however, make best efforts to accommodate changes for you, if practical. Rescheduling your spot can be discussed with our team (not guaranteed), however it will not be possible if your course starting date is within 8 weeks from your rescheduling request.

### **Cancellations**

You may cancel your course at any time subject to the following penalties which are to be paid to us:

More than 300 days before your course:	5% of the total course fee
Between 180 and 300 days before your course:	10% of the total course fee
Between 120 and 180 days before your course:	15% of the total course fee
Between 60 and 120 days before your course:	25% of the total course fee (i.e.: half your deposit)
Between 30 and 60 days before your course:	50% of the total course fee
Less than 30 days before your course:	The total course fee

Cancellations must be notified to us in writing by post or email. The penalties will be calculated from the date we receive your cancellation.

We reserve the right to cancel a course at any time. If we do so we shall return all monies paid by you to us in respect of the provision of the course.

### **Deposits**

A deposit of 50% of the total course fee is required to reserve your place on a course. Deposits cover our administration costs and is only partially refundable according to the above scales.

### **Payment**

All courses must be fully paid for at least 30 days prior to the confirmed start date.

### **Legal Obligations**

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of Greece. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions. You should note in particular that no-one whose details are not registered on the crew list may be carried aboard. Please note also that you may not remove any items or antiquities from land, beach, or the seabed.

### **Travel documents**

You are responsible for obtaining and must possess and have available for presentation as required all entry and exit, health and other documents required by laws, regulations, order, demands or requirements of Greece. We reserve the right to refuse to provide a course to anyone who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.

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### **Changes to your course**

We will always make best efforts to provide courses as published. However, in circumstances of bad weather, operational difficulties, local strikes or other industrial actions, or staff illness, we reserve the right to make changes to the type of yacht, Instructor and schedule of a course. We will always endeavour to provide a service of equal quality.

### **Conduct aboard school vessels**

If in our reasonable opinion you conduct yourself aboard one of our vessels so as to endanger the vessel or any person or property on board, or behave in a disorderly manner or in a manner to which other clients may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct including your removal from the vessel. You may be prosecuted for offences committed on board a vessel. You agree to abide by the orders of the Skipper/Instructor in command of the school vessel at all times.

### **Passing or failing courses**

You will be assessed by an Instructor and/or Examiner during the course. At the end of the course they will decide if you have passed or failed. Their decision is final. If, however, you disagree with their decision you may make an application to the Royal Yachting Association for redress in the form required by that organisation.

### **Complaints**

Should you have a complaint about any aspect of our course or service, please make it known to your Instructor at the time. If you are still dissatisfied please let us know in writing on the Feedback Form that you will be given at the end of the course. We take the quality of our service seriously and will do what we can to remedy the situation. Should you feel unhappy about your complaint not having been dealt satisfactory with the school, you have the right to contact the RYA directly on [training@rya.org.uk](mailto:training@rya.org.uk)

### **Injury and death**

We hereby make you aware that sailing is a potentially dangerous activity and we cannot be held responsible for any injury or death during one of our courses save for our responsibilities under the Merchant Shipping Act 1975 and the findings of any official enquiry held under the requirements of the same act.

You are responsible for ensuring that you have travel insurance which will cover any medical expenses and repatriation if necessary, and that this insurance covers you while sailing.

### **Arbitration of Disputes**

In the event of any dispute arising between you and us with respect to the provision of the course, the dispute shall be referred to two Arbitrators in Greece, one to be appointed by each party. Their decision will be binding upon both you and us, unless the Arbitrators cannot reach agreement, in which case it will be referred to an Umpire appointed by the Arbitrators. The decision of the Umpire will be final.

### **Minimum age on board**

Minors are allowed to participate in sailing courses and must be accompanied by an adult on board.

### **Equality and Diversity Policy**

As stipulated from the guidance of the RYA, we conform to their guidelines as per making public to our students, clients and all staff our Equality and Diversity Policy here below. Aegean Sailing School is committed to the principal of equality of opportunity and aims to ensure that all present and potential participants, members, instructors, coaches, competitors, officials, volunteers and employees are treated fairly and on an equal basis, irrespective of sex, age, disability, race, religion or belief, sexual orientation, pregnancy and maternity, marriage and civil partnership, gender reassignment or social status.

### **Students taking RYA online courses & Use of personal data**

To enable access to your online course we need to share some of your personal data with the RYA via your user profile in [www.ryainteractive.org](http://www.ryainteractive.org). This learning management website is hosted and maintained by a third party called Learning Pool, who will not use your personal information for any reason other than enabling your course.

Your name and email address will be entered on [www.ryainteractive.org](http://www.ryainteractive.org) in order to create your user account. On your first access to the site, you will be asked to enter your address and date of birth. You will have access to the site for one year in order to complete your online course. During this period, your personal information will be held on the website by Learning Pool and be available to this training centre and the RYA for the purpose of managing your course.

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Instructional support will be provided by our school for a period of a year from the date of your course booking.

On completion of your course, your name, email, date of birth and address will be transferred to the RYA's central database for the purpose of recording details of the course and any certification you gain as a result of it. This information allows the RYA to record your certification, to update any records they may already hold about you or your qualifications and to verify your certificate if required. After one year from the date of your enrolment on the course, your user account will be removed from [www.ryainteractive.org](http://www.ryainteractive.org). Full details of how the RYA will deal with your personal information will be displayed when you first access [www.ryainteractive.org](http://www.ryainteractive.org).

### **Students taking Navathome courses & Use of personal Data**

To enable access to your online course we need to share some of your personal data with Navathome via [www.navathome.com](http://www.navathome.com). This training website and database is held and maintained on a secure server. Navathome is an RYA training centre which specialises in online navigation training and will not use your personal information for any reason other than enabling your course.

Your payment information will be collected by "name of agent" on behalf of Navathome. This information is collected by "name of agent" and is not passed on to any other organisation. Payment information for the purpose of logging you into the Navathome admin will not be retained once the payment is made. Your name and email address will be entered on [www.navathome.com](http://www.navathome.com) in order to create your user account. Your postal address will be provided in order to send your student pack. You will have access to the site for six months in order to complete your online course. During this period, your personal information will be held on the website by Navathome and may be available to "name of agent" who may have access to the Navathome database. This period maybe extended should you wish to extend your course access.

On completion of your course, your name and email will be retained by Navathome for the purpose of recording details of the course and any certification you gain as a result of it. This information allows Navathome to record your certification. Your Instructor will not hold any information for the purposes of Navathome student support after this date. Please note that this agent may hold information to enable provision of other training not associated with the Navathome course.

Should you not complete the course in the given time frame, your name and email will be retained by Navathome for the purpose of recording details of the course. This information allows Navathome to retain a record of coursework you have completed.

If you would like your personal data removed from [www.navathome.com](http://www.navathome.com) prior to the end of your access period or at any time before you have completed your course, you can request it by email. Please contact [info@navathome.com](mailto:info@navathome.com) giving your name and email address and the course you would like to delete. Please note that if you request deletion of your account before you have completed your course, your access to the course and records of your progress will be lost.

If you would like details of your online course removing from the Navathome database when you have completed the course, please email your request to [info@navathome.com](mailto:info@navathome.com) giving your name and email address. Please note that removal of course details from the Navathome database, means that any certification gained as a result of this course will not be verifiable by Navathome, nor would Navathome be able to help with a replacement certificate.

Full details of how Navathome will deal with your personal information is given in the Navathome terms and conditions.