

Terms and Conditions for Corfu Sea School

Definitions

As you read these terms and conditions for Corfu Sea School, please note that:

"We", "our", "ourselves" and "us" means Corfu Sea School.

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

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

Evidence of Contract

The evidence of the contract between you and us is a completed booking form or 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.

Cancellations and penalties

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

Over 12 weeks before your course: 20% of the total course fee

Between 4 and 12 weeks before your course: 30% of the total course fee

Between 10 days and 4 weeks before your course: 50% of the total course fee

Less than 10 days before your course: The total course fee

We reserve the right to cancel a course at any time without penalty and cannot be held liable for any additional costs associated with such a cancellation.

Limitations of responsibility

For the avoidance of doubt, our responsibility begins only when you have arrived at our marina base and ends when you leave. We cannot be held responsible for any delays or cancellations to flights or other forms of transport unless supplied by ourselves. We therefore recommend that you take out insurance to protect yourself against any losses that may be experienced in such situations.

Payment

All courses must be fully paid for at least 10 days prior to the confirmed start date. A deposit of 30% of the total course fee is required to reserve your place on a course.

General

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of the country in which your course will be provided. 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.

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 the country in which your course will be provided. 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.

Changes to your course

We will always make best efforts to provide courses as published. However, in circumstances of bad weather, operational difficulties, mechanical breakdowns, 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. The Skipper's/Instructor's decision is final.

Safety Policy Statement

It is the objective of the owners and management of Corfu Sea School to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees and to provide such information, training and supervision, as they need for the purpose.

We also accept our responsibilities for the health and safety of our clients and other people who may be affected by our activities.

All employees have the responsibility to co-operate to achieve a healthy and safe workplace and to take reasonable care of themselves and others. They should also bring to the attention of the school's management any suspected hazards that they consider are not covered by current safety procedures.

Safeguarding Statement

It is the policy of Corfu Sea School that all instructors and employees show respect and understanding for each other and our clients. They shall treat everyone equally and conduct themselves in a way that is conducive to fostering enjoyment of water-sports in a safe and fun environment.

Abusive language, swearing, intimidation, aggressive behaviour or lack of respect for others and their property will not be tolerated and may lead to disciplinary action.

When dealing with young participants and adult at risk, they shall:

Never bully others either in person, by phone, by text or online.

Ensure that all activities are appropriate to the age, ability and experience of those taking part.

Build relationships based on mutual trust and respect.

Work in an open environment.

Avoid unnecessary physical contact with young people.

Be an excellent role model and display consistently high standards of behaviour and appearance.

Do not drink alcohol or smoke when working directly with young people.

Communicate clearly with parents and participants.

Be aware of any relevant medical information.

Follow RYA guidelines and policies.

Follow the RYA Instructor Code of Conduct.

It is the policy of Corfu Sea School that, for any of the activities we provide, individuals must be over the age of 18 or be accompanied by a parent or responsible adult.

Equal Opportunities statement

Corfu Sea School is committed to 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.

Disputes

If you are dissatisfied with the service and/or facilities provided by us you shall, in the first instance, verbally explain the cause of your dissatisfaction to your Instructor. He/she will endeavour to solve the dispute. Should their solution be unacceptable to you the

matter should be discussed with the Principal of the school as soon as reasonably practical. If the Instructor or school are unable to resolve the dispute the matter should be referred to the RYA Training Department for their adjudication.

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.

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.

Privacy Statement

General

We need to collect information from you to maintain contact with you during the booking process, to ensure that you are booked onto the right course, provide you with information regarding joining your course and, after your course, to be able to register your courses passes with the RYA and replace any lost certificates.

As well as contact information we need to gather information about whether you can swim or not, any special dietary requirements you may have and any medical conditions that may affect how you are treated whilst attending a course. None of this information is shared with any other organisation and is not used for any form of marketing.

This personal information will be destroyed within three months of you completing your course.

On successful completion of Powerboat, Day Skipper or Coastal Skipper courses your name, contact details, date of birth,

certificate number and date of issue will be shared with the RYA through a secure web portal on www.rya.org.uk. The data will be stored on the RYA's central database. This information allows the RYA to record your qualification, to update any records they may hold for you, and to verify or replace your certificate if required. For further information on how the RYA will deal with your data, please see the RYA's Privacy Policy at www.rya.org.uk/go/privacy.

On successful completion of all other courses your name, certificate number and date of issue will be stored for up to 3 years. This information allows us to verify or replace your certificate if required.

RYA Online Courses

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. 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 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.

Instructional support will be provided by this training centre for a period of three months 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 a course, your user account will be removed from 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.

For the duration of your access to the site, your data will be held in accordance with the RYA Interactive Data Policy, Terms and Conditions.

If you receive a digital certificate downloaded from the RYA Interactive site on completion of your course, your name, address, date of birth and certificate details will be transferred to the RYA database and held in accordance with the RYA's Privacy Policy.

COVID-19

Corfu Sea School hereby confirms that it will establish and maintain all relevant health and safety protocols decreed by the Greek government in regards to protection from the COVID-19 virus in regards to how such protocols are applied aboard any commercial vessels Corfu Sea School owns or operates.

Clients attending courses with Corfu Sea School hereby agree to follow instructions and advice from school staff regarding COVID-19 safety protocols when aboard vessels operated by the school.

Clients also agree that they attend courses with Corfu Sea School at their own risk and excuse Corfu Sea School of any liability arising from contracting the COVID-19 virus whilst aboard any vessel operated by the company or any costs incurred by the client if they test positive for the virus at the start or during their course and are therefore unable to continue with the course.

Corfu Sea School Online Courses

We only require limited information to register for you on our online courses. You will need to only provide an email address and password. These details are not shared with any other organisation.

We will hold the details provided for one year after you first access each course.

Jurisdiction

Any dispute between you and us concerning or arising out of the provision of us by the course shall be subject to the non-exclusive jurisdiction of the Courts of Greece.

Acknowledgement

By returning in a completed booking form and paying a deposit you signify your agreement to these terms and conditions.