

## **TERMS & CONDITIONS OF TRAINING**

### 1. BOOKING DEPOSIT:

Whether by email, phone or in person, a provisional booking cannot be held without a deposit. Confirmation of booking will be provided upon receipt of a completed booking form and receipt of a 50% non-refundable deposit. Without these two conditions fulfilled, the booking is not firm and Adventure Sports - Grimaud Sea School reserves the right to sell the vacancy to another student. The booking deposit is 50% of the course fees. If a booking is made within one month of the course commencement date, the full course fees are payable upon booking. Course fees must be paid in full prior to course commencement.

### 2. PAYMENT:

Payment can be made in cash or by bank transfer. Bank transfers must be sent in euro currency and bank charges are for the account of the client. A payment advice note will be issued upon booking. An invoice will be issued upon full payment.

### 3. CANCELLATION BY THE CUSTOMER:

If more than eight weeks' notice of cancellation is provided, the non-refundable booking deposit may be transferred to a later course within two months or transferred to another student within two months.

If a booking is cancelled less than eight weeks prior to the course commencement date, the deposit is non-refundable but may be applied to a future course at the discretion of the school principal and if the future course is within one month of the cancellation.

If a booking is cancelled within four weeks of the course start date, and the school is unable to re-sell the place on the course, the deposit and course fees are both non-refundable and non-transferable.

Course fees shall not be refunded for any reason once the course has started. Please note, we recommend you take holiday cancellation or personal travel insurance.

### 4. CANCELLATION BY THE SCHOOL:

Any course fees you have paid, including your deposit, will be refunded in full. No liability shall be attached to Adventure Sports – Grimaud Sea School beyond refunding the course fee paid for the cancelled course or unused portion if the course has been started. No payments shall be made for incidental costs. As above, we recommend you take holiday cancellation or personal travel insurance.

#### 5. REFUNDS:

Adventure Sports – Grimaud Sea School shall not be responsible for any unused air tickets or unused portions of air tickets or unused services of any kind.

#### 6. DELAY OR FAILURE TO ARRIVE:

If a student is likely to be delayed beyond the start time of the course, Adventure Sports – Grimaud Sea School must be informed as soon as possible. It is at the discretion of the school principal if the fees paid can be transferred to a future course. If a student fails to arrive, for any reason whatsoever including illness, and Adventure Sports – Grimaud Sea School has not been notified, the course fees will be forfeit.

#### 7. HEALTH POLICY:

We ask you to inform the school upon booking of any health issues that may affect your suitability for participating in a practical course. A signed medical declaration must be completed at the time of booking. If there are any changes between completing the medical declaration and starting the course, the student must inform Adventure Sports – Grimaud Sea School in writing. Adventure Sports – Grimaud Sea School accepts no responsibility for the decision of the physical fitness of the customer to participate in a course. If a student has any medical problems, it is their responsibility to check with their GP that it is acceptable for them to join the course. Students must ensure that any personal medication is brought to the course.

If you have any worries about sea sickness, we suggest you check with your GP that you can take sea sickness tablets. Ideally these should be taken in advance of the training start time.

#### 8. RISK DISCLAIMER:

No liability is accepted for student's personal possessions left in Adventure Sports – Grimaud Sea School premises; this includes the pontoon, on the marina and onboard vessels used by Adventure Sports – Grimaud Sea School. No liability is accepted for students whilst in, or on, any Adventure Sports – Grimaud Sea School property or property used by Adventure Sports – Grimaud Sea School or whilst embarking or disembarking any vessel used by Adventure Sports – Grimaud Sea School.

The RYA Approved Training Centre, RYA Instructors, RYA Trainers & Coaches or as agreed do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the activities whilst training and/or coaching and/or instructing and/or delivering.

The client acknowledges that there are inherent dangers involved in sports / powerboating and understands and agrees to sign the booking form indemnity holding the company and its Instructors free of liability in the

event of an accident, death, injury or damage to person or property. The client understands that the vibration that occurs as a boat moves across waves and wash can exacerbate existing conditions and agrees to advise the Company of any relevant conditions.

All students take part in any course at their own risk. The act of signing for a training course implies that the student has understood and accepted the terms and conditions of Adventure Sports – Grimaud Sea School herein, including the risk disclaimer above and liability as explained in this document.

#### 9. WEATHER:

Your instructor/examiner will make decisions re: heavy weather training with the safety of crew and vessel as priority. The instructor/examiner's decision is final.

#### 10. FORCE MAJEURE:

Adventure Sports – Grimaud Sea School shall not be liable for any expenses incurred due to Force Majeure, including Act of God, weather conditions, strikes, and acts of Government, war or any other occurrence beyond our control.

#### 11. PROVISIONING:

Meals and drinks onshore are not included. During powerboat courses, access to shore will be provided or students are advised to bring a packed lunch. Lunch is not included during courses. Provisioning is not included during private courses or own boat tuition.

#### 12. ALCOHOL:

Adventure Sports – Grimaud Sea School shall not be liable for any accidents that occur whilst a student is under the influence of alcohol. The consumption of alcohol is not permitted whilst underway.

#### 13. SMOKING:

Smoking is not permitted in any interior space on board any training vessel or in any building used by Adventure Sports - Grimaud Sea School. Please respect the school rule that no cigarette butts be thrown into the sea. Students are requested to dispose of any cigarette butts in a responsible manner.

#### 14. DRUGS:

Recreational drugs of any kind are strictly forbidden onboard any training vessel or in any property used by Adventure Sports – Grimaud Sea School. If found, or suspected, the customer will immediately leave the course and no monies will be refunded, nor any additional travel expenses reimbursed.

#### 15. TRAINING VESSELS:

Adventure Sports – Grimaud Sea School uses training vessels that are well maintained, however, if breakages or mechanical failures occur we ask for your patience and understanding that this can be part of boating. Every effort will be made to ensure the vessel is repaired at the earliest opportunity. If this is not possible, an alternative vessel will be made available. Adventure Sports – Grimaud Sea School shall not be held responsible for any time the customer feels has been lost, whilst every attempt is made to address any problems that may occur.

#### 16. OWN BOAT TUITION:

The owner is always the 'skipper' of the vessel (including when under tuition) and is legally responsible for the vessel, the provisioning and fuel and for ensuring the vessel is fully insured, sea worthy, with all boat papers in date and safety equipment onboard to satisfy the local port authority and maritime law of the country in which the training is taking place. Where marina fees/short stay charges are incurred, these are responsibility of the owner. If any accidents occur onboard during training the claim is to be made against the insurance of the boat. Adventure Sports - Grimaud Sea School, and its instructors, shall not be liable for any incidents or accidents onboard. The owner should notify their insurance company that there will be a qualified instructor onboard delivering tuition but the owner remains always the skipper. It is also agreed that the owner's insurance is fully comprehensive and covers all aspects of normal marine insurance for the area in which the skipper is expected to use the boat (loss, damage, legal liability to third parties). Upon booking, the school will request copies of the vessel's insurance papers and vessel registration documents. The owner will not hold the school responsible for any loss or damage.

The client will ensure their boat is in an appropriate mechanical state for the course to be run. Where a course needs to be extended due to delays resulting from problems with the vessel additional time will be charged at our standard rates. Where we need to provide a vessel to replace a client's own boat on a course then this will be at standard charter rates.

#### 17. STUDENT NEGLIGENCE:

If irresponsible or negligent behavior of a student leads to damage or loss of any item of school or boat property, the student is responsible for replacement or repair. Students are requested to act with a duty of care and respect for school property and the training vessel. Damages and breakages, howsoever caused, must immediately be notified to the skipper/instructor or principal.

#### 18. DUTIES ONBOARD:

All students are expected to participate in cleaning the vessel and ensuring the vessel is always kept clean and tidy. At the end of a course/exam, all students are expected to clean the vessel thoroughly, remove any rubbish, refill the water tanks, secure the yacht, attach shore power, turn off gas supply and leave in a good state.

#### 19. COMPLAINTS:

Notice of any complaint should be made to your instructor/examiner at the time of the complaint arising. If the complaint cannot be resolved onboard, then the complaint should be made in writing to the principal of Adventure Sports – Grimaud Sea School and will be dealt with as a matter of importance.

#### 20. INSTRUCTOR/EXAMINER'S DECISION:

The instructor/examiner's decision is final. All students will accept all orders and decisions given by the instructor/examiner whilst onboard or onshore during any training provided Adventure Sports - Grimaud Sea School. The instructor/examiner's authority is total, day and night, in accordance with Maritime Law. If for any reason a student does not accept an order from the instructor/examiner, or a designated substitute, the student shall be in breach of the terms and conditions of Adventure Sports - Grimaud Sea School. If the student is placed ashore at the nearest port, no liability whatsoever shall attach itself to Adventure Sports – Grimaud Sea School and neither shall the student have any redress for any expenses or unused portion of the fee, nor any redress against the instructor/examiner because of any action or decision by the instructor/examiner.

## 21. SEA TIME:

Every attempt will be made to give students maximum sea time. If, in the opinion of the instructor, the weather conditions, safety or any other consideration makes it imprudent for training to continue, the instructor's decision is final.

## 22. INTERNATIONAL CERTIFICATE OF COMPETENCE:

Individuals intending to obtain the International Certificate of Competence (ICC) are advised to check the RYA website ([www.rya.org.uk](http://www.rya.org.uk)) to ensure that they satisfy the RYA rules for eligibility for the issue of this certificate. Adventure Sports – Grimaud Sea School cannot be held responsible if an individual books a course with a view to subsequently obtaining an ICC but the RYA rejects their application.

## 23. MOORING FEES:

Mooring fees away from the vessel's home berth are a shared responsibility of the crew and are to be paid locally. Your instructor will provide a suggested plan of harbors and inform the crew of expected costs. Mooring fees at base are included.

## 24. INSURANCE:

### PERSONAL INSURANCE

It is strongly advised for students to obtain their own insurance for sickness, illness, loss of course fees, loss of personal effects, breakages or damages to the boat, cancellation or curtailment, travel disruption or delay, accident onboard or any other reason the student considers appropriate for their activity and well-being.

### SEA SCHOOL

Adventure Sports – Grimaud Sea School is insured for instructions and charters.

## 25. EXAMINATIONS:

If an examination must be cancelled or postponed for whatever reason, the candidate may ask to be reimbursed the examination fee or to be offered a future examination date. If the examination must be cancelled due to adverse weather, the student contribution towards examiner's expenses is forfeit according to

the costs already paid for travel expenses. Examiner travel expenses for the re-arranged examination date must be shared between the exam candidates.

#### 26. CERTIFICATES:

Certificates will only be issued at the end of a course if, in the opinion of the instructor/examiner, the student has reached the standard required. The decision is final and to be accepted by all students. If for whatever reason further time is required to reach the standard we will create an action plan to help you achieve the award. Many certificates are issued in the UK by an external authority; please allow time for receipt, processing and return delivery. As a rule, all certificates are returned to Adventure Sports – Grimaud Sea School unless the student has expressly requested otherwise. Adventure Sports – Grimaud Sea School will not be held responsible for any delays in receipt, nor any loss if delivery has been requested to an address other than that of the school. Lost certificates will incur a re-issue charge to cover costs of replacement, administration and postage.

#### 27. PERSONAL IDENTIFICATION:

Photographic identification is to be carried by all persons at all times.

#### 28. PHOTOGRAPHS USED IN PROMOTIONAL MATERIAL:

You agree that any photographs and videos taken during training, that may feature you, can be used by Adventure Sports – Grimaud Sea School for promotional purposes/website/social media.

#### 29. UNDER 18S:

12-16 year old's are accepted on some training courses when accompanied by a parent or guardian. Students of this age can only be issued with restricted certificates.

Students from the age of 16 are accepted unaccompanied but all booking forms for those under 18 should be signed by a parent or guardian stating the fact they are signing on behalf of a minor.

### 30. DISPUTES:

Any dispute should be brought to the attention of the skipper/instructor and principal at the earliest opportunity to be resolved. In the event of a dispute not being settled by agreement, it is agreed that this agreement (contract) shall be governed by the laws of Belgium and the parties submit to the non-exclusive jurisdiction of the courts of Hasselt. It is further agreed that all agreements between customers, clients and students and staff of Adventure Sports – Grimaud Sea School shall be governed by Belgian Law, even when the dispute occurs outside Belgian territorial waters.

### 33. ROYAL YACHTING ASSOCIATION:

Adventure Sports – Grimaud Sea School is a recognized training center of the Royal Yachting Association and is subject to regular inspections to ensure quality of training. If you have any issues with the training provided by Adventure Sports – Grimaud Sea School, we ask that you first inform the school principal, Kristof Van Gerven.