



# Terms and Conditions

## **RYA Certificates:**

- **PYA** has high standards of instruction and applies RYA guidelines on the issue of certificates. Certificates will not be issued if, in the opinion of the instructor, the student has not reached the necessary standard.

## **Payments:**

- A deposit of 25% of the course fee is payable on booking the course. The booking is not confirmed until the deposit has been paid.
- The final 75% of the course fee and any extras must be paid one calendar month before the course is due to commence. If the course is booked within one calendar month of the start of the course, the full amount of the course is due with the booking. If the final payment is not received the booking may be deemed cancelled and **PYA** reserve the right to resell the booking.
- If the student wishes to change the dates within one calendar month of the date of the start of the course, **PYA** will make every effort to accommodate the request. If it is not possible **PYA** will not be liable for the return of the deposit or any other payments.
- Payments and deposits will only be refunded if the course is resold, or
- Written confirmation of cancellation by the student is received two calendar months or more prior to the course start date.

## **Late arrivals:**

- **PYA** will make every effort to revise sailing timetables to accommodate late arrivals. However, if such delays affect other students' courses, the skipper may decide to sail without the delayed student. In such cases, no refund will be given.

## **Insurance:**

- Our yachts are fully insured against accidents and third party liability, but responsibility is not accepted for personal accidents, damage or loss due to your negligence. Unnecessary equipment damage and losses attributed to your carelessness will be paid for by you at replacement price – fair wear and tear accounted for. You are strongly recommended to arrange personal insurance cover for your own cancellation, bodily injury and personal liability.

## **Students responsibilities:**

Students have the following responsibilities:

- To ensure that they do not take any action which jeopardises the safety of fellow clients, skippers or boats.
- To observe the rules of Customs and Excise and any other authorities to which they may become subject.
- To observe the standards of personal conduct which will not be considered offensive by fellow crewmembers or neighbouring vessels.
- In the event of unacceptable behaviour **PYA** reserves the right to terminate the offending clients course. Fees will not be refunded.
- To inform the school of any known medical conditions.

## **Health:**

Sailing is an activity sport and it is the responsibility of the student to ensure that they are healthy and fit to sail. Please check with your Doctor if you are in any doubt. If for whatever reason, the skipper has to put a student ashore or administer medical aid, **PYA** or its skippers or other employees accept no liabilities.

## **Age Limits:**

- **PYA** cannot accept students under the age of 16 unless accompanied by a parent/guardian.
- Students aged between 16-18 years of age will require written authority of a parent/guardian to attend the course.
- There is no upper age limit, but students should satisfy themselves that they are fit and able to join their chosen course.

## **Complaints:**

- If students are in any way dissatisfied with the delivery of the training they should immediately inform their instructor who will endeavour to rectify the situation.
- Instructors will, when appropriate, fill in a Grievance Report to record the details of the complaint. The student, instructor and **PYA** will each retain a copy of the report.
- If students remain dissatisfied they should contact the school Principal as soon as possible. If necessary, in writing within two weeks of the end of the course.

## **Own Boat Instruction:**

In own boat instruction, all the above conditions apply. In addition the owners will be required to:

- Ensure that the yacht is equipped appropriately and is maintained in a proper and seamanlike condition for the intended sailing area.
- Ensure the yacht is fully insured for the duration of the instruction.
- Provide all travelling and out of pocket expenses for the Instructor from Poros Island or their home, whichever is the least.
- Retain responsibility for the safety of the yacht throughout. The instructor will not take on the skipper's responsibilities, he will however advise the owner on all safety matters.
- **PYA** will make every effort to ensure that the course takes place as planned. However, if in the instructor's opinion weather conditions, safety, or any other consideration renders it imprudent to continue, then the instructor's decision is final. **PYA** does not accept liability for the consequence of delay or cancellation in any circumstances.

## **Force Majeur:**

- In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstance whatever beyond the control of **PYA** including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or any part of it, natural disaster or any act of authority, the **PYA** shall use reasonable endeavours to continue to perform the booking but otherwise shall have no liability to the client. The client shall be liable to pay such part of the price as applicable to that part of the booking which has been performed (if any), and all expenses connected with it, and anything in excess (limited to the course fees received) already paid by the client shall be refunded. **PYA** determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.