



# TERMS & CONDITIONS

**RYA Practical and Theory courses Statement.** ionianMode is a RYA Training centre providing RYA Practical and Shorebased training from their Lefkas Lygia Port base.

**Booking.** You can make your booking through our website, by telephone or e-mail. In order to confirm your booking within 42 days of the course, you will need to make the full payment or deposit 50% of the sum for bookings made more than 42 days before the course begins. Telephone and e-mail bookings will be reserved for 3 days. The booking will be confirmed upon receipt of full payment or deposit and completed registration form, indicating that you have accepted the terms and conditions. The deposit is non-refundable once the booking is accepted. All bookings will be confirmed in writing and will be classified as confirmed once a booking confirmation and joining instructions have been issued. You will need to pay the remaining balance in 42 days prior to the course commencement date. If the remaining balance is not received 42 days before the commencement date of the course, ionianMode reserves the right to cancel the booking and offer it for resale – final reminders will not be sent and the client remains liable for the remaining balance.

**Booking Form.** Registration Forms must be completed for all courses to comply with RYA requirements and to help us attend to any special needs. Should you fail to complete a registration form after being requested to do so, we will assume that you agree to any terms and conditions and accept that we will be unable to attend to any special requirements or tailor the course to your experience.

**Participation Requirement.** Anybody under the age of 18 must be accompanied by a parent or responsible adult.

**Equality Policy.** ionianMode complies with the RYA Equality Policy and its instructors will respect the right, dignity, and worth of every person and treat everyone equally within the context of their boating activity. For further information, examine the following [link](#).

**Required information to complete a Booking form:**

**Contact details.** This information will be used to confirm your booking and send out necessary information about your course. Upon successful completion of your Day Skipper or Coastal Skipper course; your name, contact information, date of birth, certificate number and issue date will be shared with the RYA through a secure web portal on [www.rya.org.uk](http://www.rya.org.uk). This data will be stored on the RYA's central database. This information allows the RYA to document 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](http://www.rya.org.uk/go/privacy) at [www.rya.org.uk/go/privacy](http://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 7 years. This information allows us to verify the integrity of your certificate and replace it if required.

**Student Records.** ionianMode will document your training to include name, contact information, certificate number, date and course result, instructor, ports visited and mileage. If you are not in favor of your details being stored then you may request for them to be deleted. However, neither the centre nor the RYA will be able to replace or verify your certificate in the future should this request be made.

We will retain the personal data you provide for administrative purposes of (including certificate replacement or advice about continuing your training). You can request the removal of your contact information at any given time. SRC exam papers will be stored for up to 5 years in accordance with RYA requirements.

**Feedback.** We will also send you message to you as to ask for your feedback. This is required by the RYA and helps us to improve our service to you and others. We might pass on your feedback to your instructor and the rest of the team. This is a great way of passing on praise share your feedback and remarks on the experience. In these cases, we are careful with how this information is shared and of course you can always leave your feedback anonymously. The RYA may contact students if necessary for quality assurance of RYA training or for instance in the investigation of a complaint or incident. In these situations, the information is used only for the requested purpose and is not processed in the RYA central database.

Your feedback is collected by secure providers and a request will be sent to your personal email after the end of the course.

**Special Requirements.** You will have the chance to inform us about any special requirements you may have, such as precarious medical condition, mobility issues or educational special needs. You can inform us about them when you make your booking and they will be kept alongside your contact information. You will also have the choice to provide us with this information when you arrive and it will be deleted once the course is completed. Do not refrain from informing us about them at your earliest behest in order to plan your training and tailor it around your needs.

**Payment.** Information about the different ways you can pay for your course. Course fees can be paid for by bank transfer, credit card, debit card or cash at our base in Lygia. We do not accept cheques made into our bank account.

**Cancellation by you.** A cancellation must be made in writing or email and is deemed to take effect upon receipt. Cancellations received less than 42 days prior to the start date will result in forfeiture of all fees paid or due. Moreover, effort will be made to re-sell the opening/spot/placement and if successful the client will only forfeit the deposited amount. Cancellations received more than 42 days prior to the start date will only forfeit the deposit or 50% of the course fee if full payment has been made. Thus, it is heavily recommended that you take out travel insurance so you have coverage, should you need to cancel your booking. Please note, no refunds will be given and additional travel costs or other expenses incurred will not be reimbursed if a client leaves a yacht and/or abandons a course before the scheduled termination date and time for whatever reason.

**Cancellation by ionianMode.** If ionianMode has to cancel due to circumstances and/or factors beyond its control including accidents, weather, sickness, travel delays, strikes, war or civil disturbance, then alternative dates will be offered or a full refund of course fees already paid will be made. No liability will be accepted by ionianMode for incidental expenses incurred – it is strongly recommended that your travel insurance cover holiday cancellation. In case of the yacht being unable to return to port, or any other agreed upon final destination, on time, due to weather conditions, engine malfunction or any other circumstance, clients may choose to stay with

the yacht at no extra charge, or make their own arrangements to return at their own expense. In case of the insufficiency of numbers in order to enable the course to run, we will offer alternative dates or full refund of course fees only.

**Cancellation of VHF Assessments.** Cancellation or failure to attend a VHF assessment without the notice above will result in loss of assessment fee. Re-booking of the assessment is possible upon the payment of the assessment fee:

Group assessment session –

Private assessment session –

The license fee of is payable in addition to these fees upon completion of the assessment.

**Examinations.** In case of cancellation for the exam for any reason, the exam will be rescheduled at a mutually suitable time to incorporate: the provision of a suitable yacht, crew and examiner. The students will be responsible for their own expenses when attending a rescheduled exam.

**Pre-Course Requirements.** By accepting these terms and conditions you acknowledge that the suggested pre- course requirements have been read and understood. We do not accept liability for anyone attending a course without adequate preparation. If you have any doubt about your fulfilling these requirements please do not abstain from contacting us.

**Itinerary –** The right to alter a proposed itinerary based on weather and sea conditions and state of the crew is reserved by ionianMode. The safety and wellbeing of the yacht and crew is of major importance and is first considered during the planning of passage. No refunds will be given if an itinerary is changed.

**Insurance –** The Yachts provided by ionianMode conform to the Department of Transport's Code of Practice for Small Commercial Vessels. They are fully insured against accident, third party liability and personal injury arising from negligence. However, ionianMode accepts no liability for personal accident or loss or damage to the property of the client. Students are advised to take out the appropriate holiday insurance to cover these eventualities and cancellation charges.

**Skipper's Authority** Decisions made by the Skipper / Instructor are final in consideration of the safety of the vessel, wellness of the crew and progress of the course, even to the extent of requiring a student to leave the vessel in exceptional circumstances. In the case of any complaints, things should be brought to the attention of the skipper at the earliest opportunity. If the skipper cannot resolve the issue, the complaint should be passed to the Principal of the school and if they are unable to resolve the matter it should be forwarded to the RYA.

**Time at Sea.** We will make every effort to provide pupils as much time at sea as possible. It should be noted that the Skipper's decision is final in respect to weather conditions, safety or any other factor. Should a vessel become unseaworthy or any reason whatsoever, the School will inform the Student immediately. Every attempt will be made to enable the course to continue including provision of another vessel if available. No liability whatsoever shall attach itself to the School beyond the refund of the full fee paid by the student(s) or unused portions thereof.

The course fee includes provisions for breakfast and lunch, fuel, bed linen & towels, water, gas, mooring fees and end cleaning

**Breakages, Losses and Damage.** All breakages, losses and damage caused must be immediately noted and the Skipper or Principal informed for safety reasons. Where a student is deemed negligent, liability will be to the full value of the item.

**Cleaning.** Students should leave the boat as found. All crew members will be expected to handle cleaning, cooking and any other duties required for the smooth running of the yacht including an end of course / cruise clean inside and out.

**Exams.** We will do our best to provide crew for Yachtmaster exams either from fellow candidates, the existing on-board crew or by making a request to our volunteer crew list. Should no crew be available we will not be held responsible.

Examinees are expected to clean the boat after the examiner has left.

**Certificates.** All RYA courses follow the syllabus and certificates will only be issued at the end of a course if, in the opinion of the School's Instructors and Principal, the Student has reached the necessary standard. The School Principal's decision shall be final and accepted by all Students.

**Lost certificates –** The RYA are now responsible for issuing lost certificates. Proof of the original qualification, such as a signed and stamped logbook or written confirmation from the instructor or training centre you successfully completed the course.

Please note the fee is (free for RYA Gold and Life members).

**Lost Items –** The safekeeping of lost items will last for 4 weeks only. After the 4-week period, any unclaimed items will be given to charity shops due to the fact that we do not have any storage space for them. Returning any lost items would be helped if your property is named. If you would like your property returned, we request that you send us an appropriately sized postage paid box or envelope. Unfortunately, we cannot be held responsible for any potential loss or damage to property left behind on our grounds, nor the loss or damage of items returning back to their owner.

Please check to make sure you have all your belongings before you leave.

**Participation.** Students will be expected to participate in all duties that are part of crewing a sailing yacht such as preparing food, cleaning and routine maintenance as required by the Instructor. At the end of the course all Students will be expected to leave the vessel as they first found it, since cleaning, scrubbing decks and filling water tanks have a major role in crewing.

Students taking an exam are required to clean the boat once the examiner has left.

We will not be responsible for non-completion of the course or extend our Pass Promise guarantee should a student miss parts of the course due to illness, sea sickness, tardiness, the use of mobile phones, social media, work or home based issues or any activities that interfere with teaching.

Instruction in English – As dictated by the RYA, all RYA courses must be taught in English. If a student's level of English results in learning difficulties, the Instructor will not significantly slow the pace of the course or extend our Pass Promise guarantee.

Special requirements. If you have any special request, you must advise us on your booking form. We will endeavour to accommodate any special requests but will request that you bring any necessary foods for special diets. We cannot guarantee any request will be met and failure to meet any special request will not be a breach of contract on our part but we will do our utmost to assist if advised in writing at the time of booking.

Sea Time. We will endeavour to provide Students the maximum sea time. However, if the Skipper's opinion concerning the weather, safety or any other consideration renders it imprudent, the Skipper's decision is final.

Disclaimer. No liability is accepted for any Student's vehicles, possessions in the vehicle, on the pontoons or in the Schools vessels or accommodation.

No liability is accepted for Students whilst attending a course or activity or on marina property including pontoons or vessels. Students participate in any aspect of any course at their own risk.

Photographs – We may use photographs or other images taken during courses or cruises for training, publicity and/or promotional purposes. If you would prefer not to be photographed or filmed, please inform us by email before the course start date and please inform your Instructor at the beginning of the course.

## ICC Assessments

Your responsibility – Your knowledge of navigation and experience should be at a sufficient level to pass a Day Skipper theory exam. Your boat handling, navigation and sailing ability should be at a level sufficient to pass the Day Skipper practical course. It is strongly suggested that you read the RYA ICC handbook in conjunction with any recommended publications that will assist you in revising your theory or you can take a 5-day theory course in our classroom or an on-line course through us. Please note that we will be making an assessment of your ability and will not be you teaching skills during the assessment and. Be advised that in order to be awarded an ICC, prior training is required. You will need to provide at least one crew member (who is not taking the ICC) to crew for you. We can provide crew for you if required for a fee and providing sufficient notice is given.

Our responsibility – A RYA instructor and yacht will be provided by us for the duration of the assessment while you are asked to demonstrate your navigation and skippering skills. Provided you reach the required standard, the ICC form will be signed by us and shipped to the RYA together with a fee (free for RYA members). Your ICC license will be sent by the RYA, please allow up to 28 days for its arrival.

The ICC application form will be available from the RYA website [www.rya.org.uk/go/iccform](http://www.rya.org.uk/go/iccform) or in hard copy from RYA House (email [certification@rya.org.uk](mailto:certification@rya.org.uk)). This form must be used by anyone applying for an ICC on or after that date, whether they are completing an ICC Assessment, CEVNI test or using existing certificates to support an application.

Eligibility – Proof of eligibility is required. A copy of the photo page of your passport or a recognised national identity card must be included in your application unless you are eligible through British residency, in which case a copy of a utility bill, bank statement, driving licence or other recognised national identity card showing British address must be sent.

### Validity

An ICC allows the holder to voyage internationally but only to countries that have chosen to accept it, and subject to any prescriptions made by that country.

### How may we assist you?

We endeavour to provide high-quality service to all our students and charterers. Should any problems arise, please notify us. This will facilitate us in solving any problems and guaranteeing that the remainder of your course or charter is as enjoyable as possible.

Please inform your instructor, skipper or our office of any problems, at your earliest behest during your course. If the problem persists, we ask that you inform our office during your stay with us so that we can address and rectify the situation before you leave the boat. Please email the ionianMode principal at [nounesis.giorgos@ionianmode.com](mailto:nounesis.giorgos@ionianmode.com), in the event that a satisfactory solution cannot be found.

We can also be reach by telephone, however, a follow-up in writing within 14 days of the end of the course or charter is required if you would like us to look further in to the matter. Specifically, we need to identify:

- The nature of the problem
- The person contacted whilst you were with us
- Any rectifications
- How we might assist you

### Next step?

We will carefully examine matter and do our best to resolve any issues. At this stage, if you are still not satisfied, you should contact: The Royal Yachting Association, RYA House, Ensign Way, Hamble, Southampton, SO31 4YA