



# Our Terms & Conditions

## Definitions

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

“We”, “our”, “ourselves” and “us” means Smart Sailing Academy.

“You”, “your”, “guest”, “student” 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 and sailing.

## Evidence of Contract

The evidence of the contract between us and yourself is the completed booking form and the banking by us of your payment (deposit).

## Cancellations

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 payments paid by you to us in respect of the provision of the course.

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

Over 60 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

## 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 it is non-refundable in the event of cancellation.

## Payment

All courses must be fully paid for at least 30 days prior to the confirmed start date, this policy is valid for the high-season months of July and August.

## Legal Obligations

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of Turkey. 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. During trips to Greece and/or other foreign destinations aboard our yachts, you are solely responsible for complying with all laws, regulations, orders, demands and requirements of that country. If you disembark without prior permission during one of these trips, you are solely responsible for all consequences that may arise due to your departure and are legally responsible for any fines/penalties incurred by us due to your disembarkation.



## 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 Turkey and countries that we may visit. 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

You are not entitled to change the date and/or type of a course reservation once confirmed. 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 International Yacht Training 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 IYT directly.

## 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 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 Turkey, 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.

## Equality and Diversity Policy

As stipulated from the guidance of IYT, we conform to their guidelines as per making public to our students, clients and all staff our Equality and Diversity Policy here below.

Smart Sailing Academy 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.

## Photo and Video Release

You give us permission to use photographs and videos taken by our staff while you are using our boats, facilities, or participating in our activities. Photos may be used in print or electronic formats in its promotional materials, including the right to copy, modify and to make derivative works. If you do not agree to give permission, please let us know at the start of the course.

## Capabilities and Physical Fitness

You declare that you are in good physical condition; are able to swim for at least 15 minutes; not to suffer from disorders that may affect performance on the water or worsen as a result; not to suffer from diseases transmissible to other people such as, but not limited to, the Covid-19 virus. If you have any allergies/minor health conditions, make sure to carry required medication and notify us immediately at the start of the course.

## Students taking IYT courses & use of personal data

On completion of your course, your name, email, date of birth and address will be transferred to IYT'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 IYT to record your certification, to update any records they may already hold about you or your qualifications and to verify your certificate if required. Full details of how IYT will deal with your personal information will be displayed when you first access: <https://www.iytnet.com>

## Safety Obligations (Guests skippering Smart Sailing Academy yachts) and Guests while boating and engaging in Smart Sailing Academy activities:

Each Guest agrees to comply with the following rules:

- Guests must use our boats safely and with good judgment. Guests must not run or jump on dock or boats. Guests must always step carefully from dock to boat, between boats or within boat while keeping one hand available to hold shrouds or other parts of the boat to maintain balance;
- Guests must not consume alcoholic beverages or controlled substances before or while operating Smart Sailing Academy boats;
- Guests must not possess illegal substances at any time on Smart Sailing Academy property;
- Guests may only use (as operator or passenger) boats when they are in good physical health and are physically able to perform the type of effort needed for safe boating; and



- Guests shall always wear a correctly fitting, secured and personal flotation device when boating

Additionally, any Guest that operates a boat other than as a passenger agrees to:

- Complete a check-in briefing before operating Smart Sailing Academy boats;
- Follow all Smart Sailing Academy rules and policies; adhere to any restrictions imposed by Smart Sailing Academy staff at any time (both individual restrictions based on a skill and experience level, or general restrictions on the fleet due to weather or other circumstances);
- Follow the current Coast Guard Navigation Rules and operate boats in compliance with all applicable local, state and federal laws and regulations;
- All sailboats are expected to keep a proper lookout and keep well clear of other vessels at all times. When sailing in or near areas with high marine traffic, all Smart Sailing Academy boats must look both ways, at least once per minute, for an incoming tanker, barge or commercial traffic restricted in its ability to maneuver;
- Operate boats only in designated areas (varies by boat, qualifications and other circumstances);
- Be knowledgeable about daily tide schedule, weather (present and forecasted) and time of sunset before leaving the base;
- Submit a written float plan that accounts for conditions, route and itinerary;
- Notify Smart Sailing Academy immediately of any damage or loss (including to safety equipment on board) that occurs before, during or after use of an assigned boat;
- Never leave the dock without all designated safety equipment;
- Only use boats that have been properly assigned and checked out by Smart Sailing Academy staff;
- Ensure that you and your guests wear a correctly fitting, secured and personal flotation device at all times when boating;
- Ensure you and your guests wear footwear with enclosed toes (not flip-flops or bare feet);
- Always have and use appropriate nautical charts, VHF radio and mobile phone
- Ensure boats are returned in clean/organized condition and arrive to the Smart Sailing Academy base within the designated time.

## Responsibility for Damages

Guests are liable for all damages caused by or to Smart Sailing Academy boats and equipment while they are in the boat, except for equipment that fails due to normal use. The cost of damages includes Smart Sailing Academy's actual costs for parts, materials, labour and any third-party charges incurred.

## Racing

Participating in racing increases the risk of damage and injury. Guests remain responsible for all such damage according to the terms of this agreement and agree to abide by the applicable Sailing Instructions and Notice of Race in the determination of any such liability. In the event that no such Sailing Instructions or Notice of Race exists, then the Racing Rules of Sailing and Smart Sailing Academy's standard Sailing Instructions (available from the Smart Sailing Academy Staff) shall apply.



## COVID-19 Protocols

In consideration for being permitted to utilize boating or other activities connected with Smart Sailing Academy Operations during the reopening phases from the COVID-19 lockdown, Guests shall read in advance and comply with our “2020 Member Policy Updates, COVID-19 Response” and other applicable Smart Sailing Academy guidelines and protocols at all times while participating in Smart Sailing Academy Operations as may be posted and updated on the Smart Sailing Academy website, which Guest agrees to review prior to each visit.

Contact us if Guests are having COVID-19 symptoms and/or are positively diagnosed with COVID-19 within 14 days of participating in Smart Sailing Academy activities.

### Assumption of Risk & General Release

Guest hereby acknowledges that serious accidents may occur during boating or other activities connected with Smart Sailing Academy Operations, including those related to the current pandemic and that mortal or serious personal injuries and/or property damage or other loss may result from participation in these Operations as a result of the nature of boating and the pandemic. Guest knowingly assumes all risks of participation, including all risk of personal injury and loss of or damage to the Guest or their property, including further injury sustained as the result of the efforts of persons who come to the aid of Guest(s) if injured as a result of participation in the Operations, and hereby release all other persons and entities mentioned above who might otherwise be liable to Guest.

In consideration of Guest being permitted to participate in Smart Sailing Academy Operations, Guest, on behalf of themselves and their heirs, executors, administrators, personal representatives and next of kin, agrees to assume all of the risks and responsibilities of participation, including without limitation such risks and responsibilities as may be magnified by the pandemic, and hereby releases, waives, discharges, agrees to hold harmless, covenants not to sue and covenants and agrees to indemnify Smart Sailing Academy, agents, officers, employees, representatives, volunteers and contractors and all other persons associated with Smart Sailing Academy Operations (collectively, “Smart Sailing Parties”), with respect to any and all liability for any harm, injury, damage, cost or expense of any nature whatsoever, including but not limited to suffering and death, which Guest may incur, regardless of the cause, while participating in, or in transit to or from, the Smart Sailing Academy Operations.

This release is intended to discharge each Smart Sailing Academy Party from any and all liability arising out of or connected in any way with Guest’s participation in the Operations including without limitation if that liability arises out of negligence or carelessness on the part of any Smart Sailing Academy Party.

In consideration of the COVID-19 infections throughout the Turkey and the reopening of Smart Sailing Academy Operations during the reopening phases from the COVID-19 lockdown, Smart Sailing Academy has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19. Guest agrees to abide by the rules, regulations, and policies of Smart Sailing Academy, including any and all COVID-19 related safety measures required by Smart Sailing Academy. Guest acknowledges and agrees that Smart Sailing Academy may revise its rules, regulations, and policies at any time based on updated



recommended guidance and protocols issued by the Public Health Agencies or otherwise. Guest further acknowledges and agrees to comply with Smart Sailing Academy's revised procedures prior to participating in the Smart Sailing Academy Operations and to review the Smart Sailing Academy website for updates prior to each visit to Smart Sailing Academy.

Guest acknowledges and agrees that, due to the nature of boating and other programs offered by Smart Sailing Academy, social distancing of 6 feet per person may not be possible in situations such as when rescue is conducted in the event of an emergency or even when passing an individual on a dock.

Guest fully understands and appreciates both the known and potential dangers of participating in the Smart Sailing Academy Operations in light of the current COVID-19 pandemic, and acknowledges that participation in the Smart Sailing Academy Operations may, despite Smart Sailing Academy's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, exposure to others in Guest's household, and/or death. Guest agrees that they have independently investigated these risks and accept these risks as part of Guest's decision to participate in the Operations. Guest agrees to release, indemnify and discharge, Smart Sailing Academy and all other Smart Sailing Academy Parties, from any claims, actions and demands that Guest may have from quarantine requirements, serious illness, disability, and/or death, or any monetary damage arising from COVID-19 infection in the same manner and to the fullest extent as for any other risk associated with participation in the Operations. Boating during the pandemic can be dangerous.

If you have any questions about any of the points in our Terms & Conditions please feel free to contact us