

Vodan Yachting Skipper & Crew Academy

Terms of service

GENERAL CONDITIONS

- The participant must be at least 18 years of age, or at least 16 years of age with the written consent of the parent or custodian when making the booking
- The participant must be of sound health.
- The participant must be able to swim.
- The participant is required to accept the program and schedule.
- The participant attending a purchased program does so at their own risk.
- The participant may be suspended if not adhering to the program or schedule, if severely breaching or disrupting the program, consuming alcoholic beverages or narcotic substances, and will therefore not be entitled to a refund.
- The participant is not entitled to a refund upon voluntarily quitting the program.
- The participant agrees to the following Terms by applying and paying the course deposit

1. RESERVATIONS

A participant chooses and reserves a sailing or other type of program at the service provider Vodan Yachting (hereinafter: Vodan Yachting), where the mutual relationship between the program participant and Vodan Yachting is subject to the contractual obligations defined in this document.

Regardless of the number of participants in a particular reservation, Vodan Yachting will communicate solely and only with the person who made the reservation. This relates also to all subsequent contacts such as changes to or the cancelling of a reservation. The person who made the reservation must, at the time of making the reservation, be at least 18 years of age and legally competent. The person is responsible for the accuracy of all personal details entered into the reservation system, as well as the accuracy of all information on the participants for whom the reservation was made. The person is responsible that all information received by Vodan Yachting be communicated to other participants for whom the reservation was made.

If a person makes a reservation for a participant who is between 16 and 18 years of age, this same participant must be accompanied by the parent or custodian, or must provide written consent from the parent or custodian.

Other limitations and conditions of use for certain programs may also exist and may be found in the description of such programs.

PRICES

All prices that Vodan Yachting advertises are accurate at the time of publishing. Vodan Yachting retains the right to change prices without prior notice.

Vodan Yachting's RIGHT TO MAKE CHANGES

Vodan Yachting retains the right to make changes to plans and programs due to operational reasons or in the event it deems that such changes are in the interest of participants. If that should happen, the participant will be notified in the shortest possible time, and the changes will have no impact on the price of the course. A participant has the right to cancel a reservation for a course that has undergone changes and receive a refund of the payment if they deem such changes as unacceptable.

PERSON'S RIGHT TO CHANGES

If a participant has special requests relating to a program, they may convey the requests at the time of making the reservation. Later changes are sometimes possible, but may also result in changes to the price of a reserved program.

2. PROTECTION OF PRIVACY

PERSONAL DETAILS

The reservation system demands that the participant enters their personal details. This relates to details such as name and surname, contact information, special requirements, and other information. These details also relate to the person who made the reservation. The person who makes the reservation is also obligated to inform all participants, for whom a reservation was made, of the protection of personal information and acquire their approval for acting on their behalf. Vodan Yachting will endeavour to keep the received details up to date, accurate and complete.

The same rules also apply to reservations and contacts made at Vodan Yachting's points of sale and by its business partners, where employees receive the details and subsequently enter them into the reservation system.

USE OF PERSONAL DETAILS

- (1) For the purpose of providing services, programs, insurance, permits or otherwise, personal details may be used outside of Vodan Yachting
- (2) Details such as health information may be deemed sensitive information. Such information is collected by Vodan Yachting with the aim of protecting the participant. When reserving a program, the participant permits Vodan Yachting to use the sensitive information in emergency situations outside of Vodan Yachting, such as communicating with insurance companies or medical assistance. If the participant does not agree to such use of sensitive information, Vodan Yachting will not accept the reservation.

DIRECT MARKETING

(1) Vodan Yachting retains the right to contact at times the participant regarding news about offers, brochures, coming events and special deals and it is deemed that the participant has provided such consent when making the reservation.

(2) Vodan Yachting will never share personal details with other third parties for advertising purposes.

(3) If a participant does not want to receive the mentioned materials, please read point

(2) of the section "THE PARTICIPANT'S RIGHTS"

THE PARTICIPANT'S RIGHTS

(1) Upon the participant's request, Vodan Yachting will provide insight into all data it holds on the participant. Such a request is to be made by mail and titled "Insight into Personal Details" via the email address info@vodan-yachting.com or submitted at the points of sale.

(2) The participant may seek via the email address info@vodan-yachting.com deletion from the list of contacts. In addition to that, the participant may always use the "Unsubscribe" option, which will subsequently halt the sending of further information to the participant.

USE OF COOKIES AND LINKS TO OTHER WEBSITES

Vodan Yachting may use cookies that provides a way of identifying computers. The person may prevent the storing of cookies via their Internet browser, but in that case, the functionality of the website and reservation system may be lost. Vodan Yachting may use cookies to track the online behaviour of visitors and participants with the aim of improving the online website experience.

The use of Vodan Yachting's website and reservation system implies the person has accepted the use of cookies.

The Vodan Yachting website may contain links to other websites. The content of such websites and functionality of the links is not the responsibility of Vodan Yachting

MONITORING

With the aim of ensuring quality and safety while providing services and protecting Vodan Yachting, persons and participants, Vodan Yachting may monitor and/or record:

(1) telephone calls,

(2) use security cameras within and around the base,

(3) transactions and activities at points of sale and

(4) geolocation data from Vodan Yachting's boats.

All recordings are solely the property of Vodan Yachting

PRIVACY STATEMENT

Vodan Yachting has undertaken all reasonable steps and measures with the aim of protecting personal information.

CHANGES TO THIS POLICY

All changes to the Policy will be placed on the Vodan Yachting website and reservation system, and will be accessible if requested via email.

3. CANCELLATION OF A RESERVATION

CANCELLATIONS BY Vodan Yachting

In case of any organisation issues from Vodan Yachting due to which the course cannot be held, Vodan Yachting reserves the right to change the time period of the course, and the participant will be informed in a timely manner. The participant will be offered the course at a different time, or a different, acceptable agreement will be made.

Vodan Yachting reserves the right to cancel a program due to unforeseen circumstances (epidemic, extreme weather conditions, war...). Those situations exclude any right to a refund. Vodan Yachting is not responsible for other potential expenses the participants may have had due to cancellation.

CANCELLING BY THE PARTICIPANT

If the program is bought or reserved, cancellation may be done in writing. For all cancellations by the participant, Vodan Yachting reserves the right to charge costs based on the following:

- cancellation up to 30 or more days prior to the program: 10% of the course price
- cancellation 29 - 8 days prior to arrival: 20% of the course price
- Cancellation 7 or less days prior to arrival: 100% of the course price.

The customer pays 20% of the course price at the time of booking, and the balance must be paid at the latest 7 days prior to course beginning. In case the balance is not paid in time, Vodan Yachting will cancel the reservation and resell the reserved place without the refund of the deposit.

Refunding payments is not possible if coming late to the start of the program, failing to attend or quitting the program prior to its completion. Failure to attend is deemed when a participant does not come to a previously defined location at a previously defined time, as is described on the website for every program or in the reservation program or sent in writing. Vodan Yachting is not responsible for problems the participant may encounter in finding the location where the program is to be held.

WEATHER CONDITIONS

Fog, mist, rain, wind, forecast such as "possible thunderstorms", do not affect the normal implementation of the plans and programs. However, severe weather conditions do exist where a program will not be halted but instead plans and schedules as well as the tempo of running the program will then be altered. This decision is the sole responsibility of the instructor in consent with the base manager.

4. GENERAL TERMS OF USE

LANGUAGE IN WHICH THE COURSE IS HELD

The English language is used when holding lectures. The practical part of the program will solely use English maritime terminology, whereas communication by the instructor will take place in Croatian and English, depending on the participants. A participant is responsible for immediately warning the instructor if additional instructions in English or Croatian are necessary.

INSURANCE

All insurance such as additional health or travel insurance, including insurance for personal belongings is the responsibility of the participant.

PASSPORTS AND VISAS

All participants are responsible for having valid travel documentation.

MEDICAL SERVICES

The manner of providing and the scope of medical insurance services depends on the domicile country of the participant. More details can be found on the website <http://www.hzzo.hr/en>

GENERAL SAFETY AND HEALTH

Vodan Yachting will provide its participants general instructions for their safety and health. If necessary, the participant must, prior to attending the program, consult with their physician. Depending on the course or program, activities may be strenuous, require staying on a boat for multiple days, possibly poor weather conditions and the effects of the sun and waves, hence it is the responsibility of the participant to be physically and psychologically ready for such exertions.

The participant is obligated to inform the sailing instructor and other persons in charge at Vodan Yachting prior to the program commencing, of their illnesses, disabilities, allergies and/or other conditions that may pose an added risk to participants or possibly hinder them from completing the program. Such notice is necessary as it aims to protect the participant and need not pose an obstacle to properly participating in a program. The instructors are not qualified to provide medical assistance, but they may do so with the explicit permission of the participant and at the participant's risk.

All participants are personally responsible for protecting themselves against bad weather and the effects of the sun. The participant must carry on board a sailing or foul weather jacket and pants. The participant must have spare clothing and footwear. The advice for sun protection is to wear a cap and sun glasses, as well

as using high factor sun creams. The participant declares at their own risk that they possess the appropriate swimming and sea survival skills.

Despite all endeavours that Vodan Yachting invests in ensuring comfort, the participant accepts the fact that all programs include a certain level of risk and discomfort. Vodan Yachting does not assume any responsibility in case of injuries, damage, losses, additional costs, discomfort and the like incurred by the participant and/or equipment.

BEHAVIOUR

The sailing instructors, course manager or sales representative of Vodan Yachting represent authority and the person responsible. The participant must actively and properly perform safety procedures and actions with which the participant will become familiar, as well as those determined by the instructor on the boat or course manager. Vodan Yachting reserves the right to expel those participants that fail to behave in line with the stated procedures and actions or who, on account of their behaviour, have brought upon other participants discomfort or risk, without any obligation by Vodan Yachting to provide compensation to expelled participants. The successful implementation of a program is based on a schedule to which participants must adhere. Attention to the completeness and technical functionality of equipment (training boat and boat system) and active participation in maintaining hygiene and cleanliness of the training boats, are an integral part of the program and participants will actively participate in such matters.

COMPLAINTS AND CLAIMS

If there are reasons for dissatisfaction with any part of a program, the participant is obligated to immediately lodge a complaint to the sailing instructor, course manager or other person in charge at Vodan Yachting. If the participants does not immediately do so, there can be no guarantee of subsequently finding an appropriate solution. If dissatisfaction becomes significant and continual, the participant may lodge a complaint, via the official email address info@vodan-yachting.com, as soon as possible but no later than within 14 days of completing the course. Vodan Yachting will respond to the complaint within the legally stipulated deadlines. These Terms of Service relate to all Vodan Yachting programs, but should there be complaints or disputes, the terms defined and specific for each program shall have priority.

5. GENERAL DISCLAIMER

The participant acknowledges to willingly and at personal risk participating in the Vodan Yachting program and is aware that it involves certain risks and danger, including but not only these: the danger of sailing at sea and in remote areas, travelling using transport means and infrastructure in the state it is, weather conditions and the forces of nature (sea and wind conditions), illness or injuries without the possibility of immediate evacuation or without availability of specific

medical necessities (does not include those included in on-board medical kits), physical exertion and other factors.

The participant acknowledges the existence of a ban on consumption of alcoholic beverages, cigarettes or narcotics and the use of flammable agents during the stay of the boat. The participant acknowledges the existence of a ban on boarding the boat while intoxicated or under the influence of narcotics.

The participant is aware that medical services and facilities may not always be available during the program and that it is the participant's responsibility to have an insurance policy that also covers the cost of emergency medical treatment and medical transport during the entire program. Vodan Yachting, its sailing instructors and course managers are not responsible for the availability of appropriate medical equipment and necessities that may be needed during the program, especially when staying out at sea, or for the availability of first aid or medical procedures, or inadequate professional provision of first aid or medical procedures by the sailing instructor, course manager, a physician or third parties.

The participant acknowledges to willingly participating in the selected program and activities, and is aware of the risk of such participation.

The participant accepts responsibility for personal wellbeing and indemnifies Vodan Yachting, the sailing instructors, course managers and all other related persons from all responsibility and any claims relating to any consequences, risks from illnesses, physical and psychological injuries including death and other possible consequences from participating in activities relating to participation in the program. The participant has carefully read the Terms of Service and fully agrees with the content.

AMENDMENTS TO THE TERMS OF SERVICE

All amendments to the Terms of Service will be published by Vodan Yachting on its website and reservation system, and are available upon request by email.

All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site."