

# THE CREW ACADEMY APPLICATION FORM



Thank you for choosing The Crew Academy as your provider of interior training. A member of our team will be in touch to discuss your application and availability. All information provided will be kept confidential unless approval is sought.

Please provide a copy/scan of your passport/ID card with your completed application.

FIRST NAME	LAST NAME
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DATE OF BIRTH	GENDER	NATIONALITY
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## CONTACT DETAILS

Address 1
Address 2
Postcode
City
Country
Telephone Email

## CURRENT EMPLOYMENT & EXPERIENCE

Yacht/company
Yacht size
Current position
Captain's name Captain's email
Please provide details of previous yachting experience (size/position/ duration/charter)

DESIRED COURSE/TRAINING	MONTH	YEAR
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The Crew Academy Cellule 13, Quai Napoléon, Port Camille Rayon, 06220, Golfe Juan, France info@thecrewacademy | +33 (0)4 92 95 77 90 | www.thecrewacademy.com

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WHAT ARE YOUR EXPECTATIONS OF THE COURSE?
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HOW WOULD YOU PERSONALLY LIKE TO BENEFIT FROM THIS COURSE?
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**HOW DID YOU HEAR ABOUT THE CREW ACADEMY?**

Online/word of mouth/agency/recommendation/previous training/other

**ARE YOU INTERESTED IN ANY OTHER COURSES?**

YSL2	YSL3	Management & Leadership	Purser
Mixology	WSET Wines/Spirits	Floristry	Barista
Cigar Training	Accounting	Butler	Bespoke

**PLEASE PROVIDE INFORMATION OF ANY MEDICAL CONDITIONS/FOOD ALLERGIES**

I consent to be photographed by a representative of The Crew Academy during my selected training course  
 I have read and accepted the Training Terms & Conditions including the cancellation policy  
 I have included a scanned copy of my passport/ID card

**SIGNATURE**

**DATE**

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**TRAINING TERMS & CONDITIONS**



The Crew Academy Group of Companies Incorporating S.A.R.L. The Crew Academy (France) & The Crew Academy Limited (U.K.)

**1 – GENERAL**

The following terms and conditions will apply between The

Crew Academy and the Client for the supply and delivery of training courses and training materials in accordance with any order confirmation authorised by The Crew Academy to the Client. Proposals are made and order/enrolment forms accepted subject to these Terms and Conditions. No additions to, or modifications of, these Terms and

Conditions shall have effect unless expressly agreed in writing by both parties and expressed to be Amendments to these Terms and Conditions.

## 2 – TERMINOLOGY

- 2.1 – The Crew Academy Group of Companies Incorporating S.A.R.L. The Crew Academy (France) & The Crew Academy Limited (United Kingdom) – Referred to hereinafter as “The Crew Academy” or “Company” is the training company that supplies and delivers training courses and training materials.
- 2.2 – Client – The representative or individual with authority to make an agreement with the Company to supply and deliver a training course and training materials.
- 2.3 – Delegate[s] – The individual[s] named as attendees on the course booking form.
- 2.4 – Party or Parties – Both the Company and the Client.
- 2.5 – Supply and delivery – The agreement between Company and Client to make available a training course and training materials at an agreed cost, location and time.
- 2.6 – Training – The service supplied by the Company to the Client that provides the Delegate[s] with the knowledge, skills and qualifications to undertake their duties competently, safely, and legally.
- 2.7 – Public course – A training attended at the Company's chosen training facility.
- 2.8 – Private Course – A training performed for a Client at the Client's chosen training facility.
- 2.9 – Bespoke course – A training performed for a Client where the content has been tailored by The Company and agreed in advance with The Client.
- 2.10 – Training Materials – Hand-outs, workbooks and any other materials that are retained by the Delegate[s] to support the training and act as supporting evidence for future or on-going qualifications.
- 2.11 – Trainer[s] – Individual[s] supplied by the Company to deliver training to the Delegate[s]. Trainers will be appropriately qualified and up to date in the courses they deliver.
- 2.12 – 3-4 hours training is referred to as half day course.
- 2.13 – 6-8 hours referred to as one day course.
- 2.14 – Invoice – Statement detailing the fees charged by the Company for supply and delivery of training to the Client.
- 2.15 – Certification – Documentation awarded to all delegates who pass assessment or who qualify for a certificate of attendance.

## 3 – BOOKING PROCEDURE

- 3.1 – The Client shall fill in an application form as provided by the Company to benefit from training services. Such signed order/enrolment form shall be sent by email or by post to The Crew Academy at Cellule 13, Quai Napoleon, Port Camille Rayon, 06220 Golfe-Juan, France and/or a scanned copy of the signed order/enrolment form shall be sent to [info@thecrewacademy.com](mailto:info@thecrewacademy.com).
- 3.2 – A copy of the Delegate's passport details or proof of identity is required upon application and must also be presented upon commencement of any course.
- 3.3. A copy of the delegate's Curriculum Vitae is required upon application to confirm minimum training course requirements.
- 3.4 – Course bookings shall be deemed confirmed upon receipt of the payment in full from the Client and confirmed

by return email from the Company.

The Cancellation Policy & Payment Terms, as described in Section 6, shall become applicable with immediate effect after such confirmation.

3.5 – The Client understands and accepts that the booking is limited to the course only and any reference to a specific Trainer, by either party, in no way guarantees the provision of such Trainer for the duration of the course. The Company reserves the right to engage and change any Trainer without requiring consent from the Client.

3.6 – The training fees shall be those agreed to between the parties and in accordance with the signed /enrolment form.

## 4 – COST AND PAYMENT PROCEDURE

4.1 – Unless otherwise indicated, written quotations and/or proposals remain valid for 30 days. All prices are subject to VAT or TVA if applicable, and at the appropriate rate ruling.

4.2 – Course costs will be displayed on the invoice and on the website [www.thecrewacademy.com](http://www.thecrewacademy.com).

4.3 – The Client may pay the course costs shown on the invoice by bank transfer to;

Bank Details

Account Name : The Crew Academy Limited

Bank : Lloyds Bank PLC

Address : 102A Brompton Road

Knightsbridge

London SW3 1JJ

Sort Code : 309481

Account Number : 86568584

BIC : LOYDGB21024

IBAN : GB51 LOYD 3094 8186 5685 84

4.4 – The Company will produce and distribute invoices on or shortly after booking confirmation. Invoices will show the total cost to be paid by the Client for supply and delivery of course. Travel related expenses if applicable [see 5] shall be invoiced in addition to training.

4.5 – Full payment, including VAT if applicable, is to be made by the Client to the Company 30 days prior to the course start date or upon booking, if booking is made less than 30 days prior to the course start date.

4.6 – No training services will be provided unless payment conditions have been satisfied. If fees are not paid on time, the Company reserves the right to re-allocate course places on public courses to other Delegates and reallocate requested dates for private courses to another Client on the waiting list.

4.7 – Public Courses – Fee includes tuition, training materials, and manuals.

4.8 – Accommodation is available upon request and availability. The residential fee will be added to the invoice [See 11].

4.9 – Private Courses – Fee includes tuition and training materials [See 8.2].

4.10 – Bespoke Course Fees - Any fees quoted, estimated or agreed by The Company on the basis of The Client's description of the task may be subject to amendment by agreement between both parties. The training fees assume the face-to-face training is held at venue detailed in the proposal. Should a specialized venue need to be hired, the venue charge will be recharged to the client at cost, subject to the client's prior approval. Pricing (except where noted) includes all trainers' fees, but is exclusive of travel/ accommodation costs or any out-of-pocket expenses incurred while providing above services.

4.11 - Bespoke Courses Payment Schedule - 100% payment of invoice shall be made by The Client within 30 days of the issue date. At any point after the passing of 30 days, The Company reserves the right to take legal proceedings in order to recover fees from The Client. In such circumstances an administrative charge of €100 shall be added to the invoice. The Client shall also be responsible for interest charges and legal fees. Interest shall automatically be applied at the rate of 10% per annum over base rate to all overdue sums from the date on which they first become due until they are paid in full. If a debt is not

Cleared within 120 days then The Company reserves the right to automatically commence legal proceedings in order to recover fees from The Client. An administrative charge of €100 shall be added to the invoice. The Client shall also be responsible for interest charges and legal/court fees.

## 5 – TRAVEL ARRANGEMENTS

5.1 – The Client is responsible for organizing all his/her own travel arrangements to the specified training facility.

The Company shall not be held responsible for any missed coursework resulting from delays in Delegate[s] arrival.

5.2 – If the Company is required to send the Trainer to a private training facility at the request of a Client, e.g. on board or at a private villa, the Client will be required to reimburse the Company for all travel related expenses to and from the facility.

5.3 – The Client accepts responsibility to pay any additional charges that may arise due to penalties charged for, but not limited to cancellation, delay or re-routing.

## 6 – CANCELLATION, POSTPONEMENT AND RESCHEDULING PROCEDURE

### 7

7.1 – The Company reserves the right to charge a cancellation fee in respect of courses already confirmed. Notice of all cancellations or postponements must be in writing to [info@thecrewacademy.com](mailto:info@thecrewacademy.com).

7.2 The cancellation request shall be deemed confirmed by the Company upon the Client's receipt of return email. The Company shall provide confirmation on the same day if the cancellation e-mail is sent during business hours or otherwise on the first working day thereafter. The following cancellation terms and fees apply:

[a] All payments are non-refundable.

[b] If Cancellation takes place 30 days or more prior to course commencement, the Client may transfer his/her placement to the same course at a later date within 12 months, subject to availability.

[c] If Cancellation takes place within 30 days of course commencement, the Client is subject to forfeit the fees paid.

[d] Any courses re-booked outside of the 6 month period are subject to changes in fees.

[e] If Cancellation occurs within 24 hours during course, 100% fee is payable and no transferable credit will be provided.

7.3 – Cancellation and Postponement of any or all Bespoke Courses - If a course has been cancelled after having agreed terms and conditions and confirmed intent, the Client will be charged (other otherwise agreed between the Company and the Client):

[a] 50% of the agreed amount if 14 days' notice is given,

[b] 75% of the agreed amount if less than 14 days' notice is given,

[c] 100% of the agreed amount if less than 7 days' notice is given.

7.4 – Postponement of Bespoke Courses – If a course is postponed; a fee of 50% of the daily rate is chargeable to the Client in addition to any associated expenses incurred by The Company of the Trainer.

7.5 – Should it become necessary for the Company to postpone all or any part of a private or public course, due to circumstances beyond their control, then mutually agreeable date[s] will be chosen on which to complete the course. The Company will not be liable for any costs incurred by the Client for such actions. If no such mutually agreeable date can be made between parties, a full refund of monies will be paid to the Client.

## 8 – CERTIFICATION

8.1 – Certificates are awarded at the discretion of the trainer and only to those delegates who successfully complete the

training. In the case of accredited courses, delegates will sit an examination, which is to be passed for a certificate to be issued from the accrediting board.

8.2 – The cost of certificates produced and supplied by the Company are included in the course cost. Replacement certificates may be subject to additional cost. The cost of certification and examinations, where a second accreditation is required, may be subject to addition costs as the Company has to purchase the examinations and certificates from the accrediting board. The Client will be notified in advance if any such costs are payable.

## 9 – CLIENT SUPPLIED INFORMATION AND MATERIALS

9.1 – Should any information or data supplied to the Company for the preparation of the quotation prove to be insufficient or inaccurate the Company reserves the right to amend the quotation to cover any cost difference.

9.2 – Courses are normally conducted at a venue supplied by the Company or in the Client's private premises. Where the training is conducted in the Client's chosen training facility a suitable area with an electricity supply and WIFI will be required. For beverage courses a running water supply and ice may also be required. The Client shall supply any produce, training equipment, projector/monitor and/or whiteboard if required. A list of requirements shall be supplied upon booking.

9.3 – Bespoke Courses – all provisioning material for the course, as specified upon booking, is to be supplied by the Client in advance of the course, unless otherwise agreed by the Company and the Client.

## 10 – CONDUCT AND STANDARDS

10.1 – The Company shall conduct themselves throughout the training course in a professional, polite and courteous manner abiding by the codes of conduct, ethical standards and recognized best practice set down and as expected for training organizations.

10.2 – The Company maintains high standards with regard to the delivery, course content and quality of training materials. In order to achieve this, the Company ensures its trainers are up to date in the subjects they teach. The Company also operates an end of course evaluation form completed by each delegate, which asks for their opinions on the course. The Client can request copies of the evaluation form from Company.

10.3 – Subject to the course name, the maximum number of delegates per course shall generally not exceed ten [10] to ensure the value, service and attention to the needs of each Delegate. The Client may incur additional charges if the maximum number of Delegates is exceeded.

## 11 – COURSE CONTENT

11.1 – Course listings are provided for information purposes only and do not constitute an offer for a particular course or programme. The Company constantly strives to improve the content of its courses and in line with awarding body criteria and evolving best practice, therefore reserves the right to modify the specification of a course without notice to the Client. A course title, duration, cost, content and location are liable to change at any time.

11.2 – Bespoke Courses - Course content will be agreed in advance with The Client to ensure that content is tailored appropriately. It is the responsibility of The Client to provide The Company and/or The Trainer with a full profile of the reasons for their interest in the course and of the person(s) attending the course in particular.

## 12 – ACCOMMODATION

12.1 – Where courses are listed as being „residential' the Company shall provide suitable accommodation, including bathroom and cooking facilities to the Client for the duration of the course unless otherwise specified. The Client

will be notified upon booking of any items that will need to be brought along.

12.2 – The Company is not obliged to reduce the course fee should the Client wish to seek his/her own lodging arrangements.

12.3 – Any Client residing in Company accommodation will be subject to a set of house rules, which will be issued upon arrival.

12.4 – Accommodation provided is for the use of the Client only and the Client may not share the accommodation with a partner or any other third party.

#### **11 – DISCLAIMER**

The information contained in all Company training materials is distributed on an "As Is" basis, without warranty. While every precaution has been taken in the preparation of the training courses and associated literature, neither the author nor the Company shall have any liability to any person or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the instructions contained in the training materials.

#### **12 – DELEGATE SUITABILITY**

12.1 – It is the Client's responsibility to ensure that the course is suitable for his/her requirements.

12.2 – All individuals with authority to make an agreement with the Company to supply and deliver a training course should have read and understood the course outline and met the necessary prerequisites. A qualification process will be undertaken via telephone by the approved representative of The Crew Academy Ltd upon receipt of application to ensure that pre-requisites are satisfied.

12.2 – The Company reserves the right to ask a delegate to leave the training course if the delegate does not meet the claimed course prerequisites.

12.3 – The Company urges Clients to support this policy, which is designed to protect the Client's investment.

12.4 – All Delegates will be required to abide by any site rules and regulations operating at the training facility.

12.5 – Delegate substitutions may be made prior to the start of the course without penalty, providing the Company is informed in writing. It is the Client's responsibility; having referred to the Company's course information, to ensure the course is suitable for the substituted Delegate's requirements.

#### **13 – SUBCONTRACTING**

The Company reserves the right to assign or sub contract its training courses to other appointed and approved personnel.

#### **14 – INSURANCE**

The Company will maintain levels of insurance in accordance with the regulatory and industry requirements.

#### **15 – CLIENT POLICIES AND PROCEDURES**

When training a private course, the Company will follow and abide by all reasonable policies and procedures that are laid down by the Client. Such policies and procedures that are typically followed include: Fire Procedures, Security, Confidentiality and Health and Safety. If the Client wishes the Company to follow a specific policy or procedure they are to make available the information prior to the start of the training.

#### **16 – ADVERTISING AND PROMOTION**

16.1 – The Company reserves the right to make reference to a Client, Client's contracts, and services offered to Clients within any proposal or marketing mechanism to current or potential Clients, provided that proprietary and confidential information

regarding the Client shall not be divulged.

16.2 – The Company may store the names of the delegates for the purpose of advising them of the availability of further courses in the future. The Company shall ensure that all reasonable and appropriate security measures are in place to protect personal data it holds and that it shall destroy or deliver the personal data upon written demand from the delegates.

16.3 – The Client shall ensure that it has in place all necessary consents in connection with personal data to allow the Company at all times to perform the training services without infringing any third party rights.

16.4 – All alumni will be invited to join The Crew Academy's forum which will include on and offline communications relating to additional training and forthcoming events.

16.5 – The Company reserves the right to use all images taken at the Company's training facilities.

#### **17 – FORCE MAJEURE**

The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from, hindered in or delayed in the provision of services through any circumstances beyond its reasonable control including but not limited to strikes, lock outs, accidents, war, fire, acts of God, reduction in or unavailability of power or machinery or shortage or unavailability of materials from normal sources of supply.

#### **18 – INTELLECTUAL PROPERTY**

18.1 – No part of the training materials may be reproduced, stored in a retrieval system, or transmitted in any form, or by any means, electronic, mechanical, photocopying, or otherwise, without prior permission in writing to The Crew Academy as such materials are considered the sole property of Company and/or its Trainers.

18.2 – Nothing in this agreement shall be construed as giving the Client any right whatsoever over Intellectual Property belonging to the Company during the period of this Agreement, or at any time after its termination.

18.3 – The Client may not during the period of this Agreement, or at any time after its termination, divulge any confidential information to any person not authorized by the Company to receive it and shall not utilize any secret or confidential knowledge or confidential information acquired in connection with this Agreement to the detriment or prejudice of the Company or use the same for any purposes save for the purposes of this Agreement.

#### **19 – LIMITATION OF LIABILITY AND INDEMNITIES**

19.1 – The Company is solely liable for its own wilful acts or omissions, and it shall in no way be liable for acts of trainers, delegates or any other third party, even if such acts or omissions are negligent, fraudulent or dishonest. The Client shall have no right to claim damages or institute proceedings against the Company for any negligent wilful, and/or unlawful act or omission by Trainers, Delegates and/or third parties including but not limited to those cases of damage to the Client's direct or indirect possessions and facilities and/or damage caused by persons introduced by the Company to the Client, delegates and/or Trainees during training/courses.

19.2 – The Company accepts no liability whatsoever for any loss of contracts, profits, anticipated savings, revenue, goodwill, business, loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, damage, misrepresentation, claims or expenses of whatever nature arising directly or indirectly, from any act or omission of the Company or of any Trainer.

19.3 – In no event shall the Company be liable for any

Damages or liability whatsoever, including indirect, special or consequential damages, nor for any claim against the Company by any person or entity, public or private, arising from or in any way related to this Agreement.

19.4 – The Client undertakes to indemnify the Company against all costs, expenses, losses or damages, death or injury to persons related to the Company, whether direct or consequential, arising from the Client's breach of any provision of this Agreement including all administration costs and all claims, costs, expenses, losses or damages arising from the negligence or acts or omissions of the Client or its directors, employees, trainers, agents or Subcontractors.

19.5 – If a person, including a Delegate institutes proceedings against the Company for any matter related to this Agreement, including but not limited to acts performed or omissions by: delegates during the training/course or trainers, acting under the instructions and/or directions of the Client, the Client shall compensate the Company for all costs and expenses, fines, charges and other disbursements incurred by the Company in this regard.

19.6 – Unless otherwise agreed by The Company, The Client agrees (which for the purposes of this clause includes any companies associated with The Client) that they shall not, for a period of one year after termination of the Contract, either directly or indirectly, on their own account or for any other person, firm or company, solicit, employ, endeavour to entice away from The Company or use the services of The Trainer(s) who completed the training assignment under the Contract. In the event of The Client breaching this clause, they agree to pay The Company an amount equal to both the aggregate remuneration paid by The Company to The Trainer for the year immediately prior to the date on which The Client employed or used the services of The Trainer and the equivalent of a full year's prorated pay for any money paid to The Trainer by The Client.

19.7 – Should the Delegate or any other person not a party to this Agreement make any kind of claim against the Company based solely on the actions or conduct of the Client, or based solely on the actions or conduct of the trainer acting at the direction of the Client, the Client agrees to indemnify and/or compensate the Company for all costs and expenses, fines, charges and other disbursements incurred and hold harmless the Company, its trainers, consultants, subcontractors and employees, from all such claims, including civil actions brought by any person against the Company. If the Client or Company receives notice of any such claim or action, the Client or Company, as the case may be, shall immediately notify the other party and the Client shall consult with, or, if appropriate, retain competent counsel to represent and defend the Company with regard to the claim. The Company agrees to provide any reasonable access and assistance necessary for the Client to represent and defend any such claim. Should the Client fail, refuse or delay in its obligations to Company aforementioned, the Company shall be entitled to retain counsel of its own choosing and, after consultation with the Client, settle any claim at the Company's sole discretion, whereupon the Client shall be liable to the Company for indemnification and reimbursement of all such expenses, including attorney fees and costs incurred in collecting said amount.

19.8 – In the event that an arbitrator, notwithstanding the immediately preceding clauses, finds against the Company and awards damages against it, the Company's liability in damages shall be limited to the amount, if any, paid by way of net fees by the particular Client under this Agreement

19.9 – Nothing in this agreement shall operate to limit or exclude any liability of the Company, which may not be excluded or limited by law.

## 20 – APPLICABLE LAW

20.1 – The Company reserves the right to amend this Agreement from time to time as it may deem appropriate provided that no variation shall be binding unless agreed to in writing by all parties. The updated terms and conditions

shall supersede all previous versions.

20.2 – This Agreement is not intended to create any partnership, agency or joint venture between the Company and the Client. The Company and/or Trainers shall be deemed as independent contractors in the performance of the services provided in accordance with this agreement.

20.3 – English law shall apply and English Courts shall settle disputes. These terms and conditions do not affect any statutory rights available to the Client.

20.4 – If any provision contained in this Agreement shall be deemed void or unenforceable in whole or in part, the remainder of this Agreement shall continue to be valid and remain enforceable.

## 21 – HEALTH AND SAFETY

The Client shall use their best endeavours to ensure that any private training facility in which the Company's employees, contractors, officers or agents may have to work in are safe and without occupational risk. All known risks must be clearly identified and marked by the Client. The Company shall take all reasonable safety measures to ensure that all residential and non- residential training facilities are compliant with public liability laws.

The Crew Academy Group of Companies  
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Camille Rayon, 06220 Golfe-Juan, France  
Siret N° 80024262000014

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