

# GENERAL TERMS AND CONDITIONS

April 2022

The "Yacht Club de Monaco", an association under Monegasque law, authorized in the Principality of Monaco by Ministerial Decree of November 21, 1949, whose registered office is located in Monaco (98000), Quai Louis II, represented by Mr. Bernard d'ALESSANDRI, acting as General Secretary ("the Provider") or ("the Yacht Club") has created its training center dedicated to ship owners, yachting executives (captains, management and other professionals), crew members or future yachtsmen in order to support the development and promotion of the yachting professions, hereinafter referred to as "La Belle Classe Academy".

The address of the Provider's head office is as follows  
La Belle Classe Academy - Yacht Club de Monaco - Quai Louis II - 98000 Monaco -  
Telephone: 00 377 93 10 70 08 - Email: [academy@ycm.mc](mailto:academy@ycm.mc)

All claims must be made in writing, either by email: [academy@ycm.mc](mailto:academy@ycm.mc) ; or to the following postal address La Belle Classe Academy - Yacht Club de Monaco - Quai Louis II - 98000 Monaco.

## ARTICLE 1 : APPLICATION

The General Terms and Conditions of Sale (hereinafter the "GTC") are applicable to all training services offered for sale (hereinafter the "Services") by the "Yacht Club de Monaco" association under its "La Belle Classe Academy" label, whose head office is located at 1, Quai Louis II in Monaco (98000), on its website: <https://labelleclasseacademy.com/fr> or at the head office of the "Yacht Club de Monaco" (hereinafter the "Training Center").

The purpose of the present document is to define the terms and conditions of sale of the Services, which can be ordered either by the beneficiary of the training (hereinafter the "Candidate"), or by a third party (hereinafter the "Buyer").

The Services are subject to the present GTC in force at the date of the order. These GTC are made available to the Candidate or the Buyer, on the day of the registration to the training and are also available on the website: <https://labelleclasseacademy.com/fr>

The Provider has the right to modify the Terms and Conditions at any time, subject to publication available at its headquarters and/or on its website.

## ARTICLE 2 : SERVICES

All information related to the Services offered by the Training Center is available to Candidates and Buyers on the La Belle Classe Academy website.

The delivery of training will be carried out at their premises of La Belle Classe Academy located within the Yacht Club de Monaco, as well as in the Marina of the said club, located at 1, Quai Louis II in Monaco (98000), by professionals of the sea, authorized to exercise their activity in the Principality of Monaco. Training services requiring special equipment, which the Training Center does not have, may be carried out in any other place.

The Training Center will provide the Candidate or Buyer with a training contract containing information about the Training, the trainer, the program and the nature of the proposed training.

## ARTICLE 3 : RESERVATION MODALITIES

Any request for reservation of a training session will be taken into consideration by the Training Center, upon receipt of a complete file, via the online form available on the Training Center's website.

Reservations will be validated by the Training Center, after payment of the Service, according to the availability of places and in order of registration, it being specified that priority will be given to members of the Yacht Club de Monaco. A confirmation of the reservation will be sent in writing to the Candidate.

The reservation implies, the full and complete acceptance of the present GTC by the Candidate or the Buyer, and on the other hand, the waiver of any contradictory document which is not enforceable against the Training Center.

The Training Center reserves the right not to open a training session if the minimum number of candidates is not reached.

## ARTICLE 4 : PAYMENT TERMS

The prices shown on the website (<https://labelleclasseacademy.com/fr>), in euros and including all taxes.

The Training Center reserves the right to modify the price of its services at any time. The applicable rates are those in force on the day of the reservation by the Candidate or the Buyer.

An invoice will be issued by the Training Center to the Candidate or the Buyer upon receipt of the duly completed, dated and signed registration form.

Payment for the Services must be made upon receipt of the invoice, before the training session, either :

- by check ;
- in cash at the Yacht Club de Monaco headquarters;
- by credit card at the Yacht Club de Monaco's headquarters;
- by bank transfer, giving the references on the invoice.

## ARTICLE 5 : OBLIGATIONS OF THE PARTIES

**Article 5.1: Obligations of the Training Center:** The Training Center agrees to :

- To provide the Candidate with the pedagogical, theoretical, practical and administrative means necessary to pass the Pleasure Craft Driving License exam desired by the Candidate;
- To provide training lessons by instructors authorized to carry out their activity on the territory of the Principality of Monaco;
- To have vessels that comply with the regulations in force;

- To have taken out professional liability insurance covering the consequences of bodily injury, material and immaterial damage caused to Candidates or to any third party by its own fault, error, omission or negligence, or that of its employees, in the course of its activity as a Training Center.

The Training Center cannot be held responsible if the Candidate fails the driving test.

**Article 5.2: Candidate's Obligations:** The Candidate hereby undertakes to :

- To provide a complete application form;
- To pay for the Service, if he/she is the one who made the reservation;
- To show up on time for the training sessions;
- To respect the pedagogical and safety instructions given by the Trainer during the training sessions;
- To show respectful behavior: Punctuality at the classes, respect of the Training Center staff and of the other Candidates, etc... ;
- To subscribe to a civil liability insurance.

**Article 5.3 : Obligations of the Buyer :** In accordance with Article 4 hereof, the Buyer agrees to pay for the Services.

## ARTICLE 6 : RIGHT OF WITHDRAWAL, CANCELLATION AND RESOLUTION

**Article 6.1 : Right of withdrawal :** In application of article 10 of the Law n°1.383 of August 2, 2011, the Candidate or Buyer has a right of withdrawal that he/she can exercise, by writing to the Training Center, within 7 clear days from the day of the reception of the booking confirmation.

In this case, the Candidate or the Buyer will not have to justify his decision and will not have to bear any penalties.

The Training Center shall acknowledge receipt of the Candidate's or Buyer's withdrawal by electronic means. The Candidate or the Buyer who wishes to exercise his or her right of withdrawal must return, at his or her own expense, the educational material within 14 days, at the latest, from the exercise of the right of withdrawal.

The Training Center will send the Candidate or Buyer an email confirming the reimbursement of the reserved Service.

**Article 6.2 : Cancellation by the Candidate or the Buyer :** Any cancellation by telephone and confirmed in writing by the Candidate or the Buyer, occurring more than one week before the beginning of the training course may give rise to a refund or a postponement

Any cancellation by telephone and confirmed in writing by the Candidate or the Buyer, occurring less than one week before the beginning of the training will not give rise to any refund, except in cases of force majeure. The Candidate's registration will automatically be postponed to the next session.

If the Candidate is absent from a training session, no discount will be given.

**Article 6.3 : Cancellation by the Training Center or the Trainer :** The Training Center reserves the right to cancel a training session if the number of participants is insufficient or if a Trainer is unavailable. In this case, the candidate is informed, in writing, as soon as possible and the registration is automatically postponed to the next session.

**Article 6.4 : Termination :** The Training Center reserves the right to terminate the present contract by right, without refund and upon written notification, either by registered letter or by e-mail in case of :

- Non-payment of the full price of the Services by the Candidate or the Buyer, the balance of which will remain due to the Training Center;
- Non-compliance with these Terms and Conditions by the Candidate.

## ARTICLE 7: FORCE MAJEURE

Force majeure is defined as any event beyond the control of the Parties, which they cannot reasonably foresee, avoid or overcome, insofar as its occurrence makes the performance of the obligations totally impossible, subject to providing proof thereof. In particular, the following shall be considered as force majeure or fortuitous events releasing the Service Provider from its obligation to provide its services within the time limits initially set: fire, flood, war, inability to obtain supplies of raw materials, epidemics, strikes, floods, stoppage of navigation by governmental decision and governmental measures taken in the context of the fight against the COVID-19 epidemic.

In the event of force majeure, the Training Center will inform the Candidate or the Buyer in writing (postal or electronic mail only), within 72 hours of the date of occurrence of the events, and the Contract binding the Training Center and the Candidate or the Buyer will then be suspended by operation of law, as of the date of occurrence of the event. Under these circumstances, either the Event may be postponed to a later date, or the Candidate or Buyer will be reimbursed for the amounts paid, without any other compensation being claimed.

## ARTICLE 8: APPLICABLE LAW AND COMPETENT JURISDICTIONS

**Article 8.1: Applicable law and language:** These GTC are governed by and subject to Monegasque law. Any question relating to the GTC and to the services they govern, which are not dealt with by the present contractual stipulations, will be governed by Monegasque law to the exclusion of any other law.

The present GTC are written in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

**Article 8.2 : Competent Jurisdictions :** In the event of a dispute, only the Monegasque courts shall have jurisdiction. However, the Parties undertake, in case of disagreement, and before taking legal action, to find an amicable agreement through the intermediation of their respective counsel, without this search for an amicable agreement constituting an arbitration clause.