

## Conditions of Recognition for RYA Interactive

RYA online courses are run through the RYA Interactive website. There are two types of courses on offer:

**Guest courses**: There are a number of courses available on the home page of RYA Interactive. These are available for members of the public to take free of charge without having to register with a training centre or the RYA Interactive site.

**Enrollable courses**: In order to take the courses, students must first register with a training centre and set up a user account on RYA Interactive. Training centres recognised to run these courses will have an area of the RYA Interactive site specifically assigned to them and their students, which can be branded to suit the centre within certain parameters.

Centres offering this form of training must first hold recognition as an RYA recognised training centre. In addition to the standard terms of RYA recognition for the discipline(s) for which the centre is recognised, the following will apply:

# **Conditions for offering the online Professional Practices and Responsibilities (PPR) Course**

- 1. The centre must be an RYA recognised training centre for shorebased courses.
- 2. The centre must have a nominated RYA Yachtmaster Instructor or Advanced Powerboat Instructor, who also holds a commercial endorsement and has taken the PPR course themselves, as a point of contact for course students.
- 3. The amount of correctly qualified instructional help available to students must be scalable to cope with the maximum student numbers that can be accepted by the centre. The centre is responsible for informing the RYA if they have reached capacity and can accept no further students. The centre is also responsible for advising when student enrolments can recommence.
- 4. A system for monitoring and communicating with the students regarding progress through the course must be in place.
- 5. Clearly defined avenues of communication must be available between the student and the centre. Due to the nature of online training, it is expected that instructors will ordinarily provide a response to students' questions within 8 business hours.
- 6. Centres must have a system in place for monitoring and acting on student feedback.
- 7. Training centres may offer additional training courses/coaching to support the PPR course, but this must not be treated or marketed as an RYA course, and must not be compulsory for PPR candidates. If such training is offered, it must be made clear to candidates that: any associated costs are in addition to the PPR course fee, it is not compulsory and is not an RYA recognised course.
- 8. A system must be in place for coaching students who don't pass the PPR assessment, which could be face-to-face, online or remote coaching depending on the needs of the student.



Reasonable levels of support must be available to students at no extra cost so any additional help must not automatically be offered as a full paid-for course (such as that mentioned in 7 above).

- 9. No information to support the PPR course may be added to a training centre's RYA Interactive site area.
- 10. Training centres offering the PPR course must have their own website.

## **Conditions for offering the online Essential Navigation and Seamanship Course**

- 1. The centre must have an RYA Essential Navigation and Seamanship Shorebased Instructor (or higher) as a point of contact for course students for the duration of the maximum course completion period.
- 2. Each student must be issued with the current student pack and have access to the current RYA Training Almanac published by the RYA.
- 3. Any supplementary information offered by the centre to enhance the online course should follow the RYA syllabus.
- 4. Course completion certificates must be awarded to students who have successfully completed the course.
- 5. A system for monitoring and communicating with the students regarding progress through the course must be in place.
- 6. Clearly defined avenues of communication must be available between the student and the centre. Due to the nature of online training, it is expected that instructors will ordinarily provide a response to students' questions within 8 business hours.
- 7. Centres must have a system in place for monitoring and acting on student feedback.

#### Conditions for offering the online CEVNI test

- The centre must have an instructor who is himself /herself familiar with the CEVNI rules as a
  point of contact for course students for the duration of the maximum course completion
  period.
- 2. Any supplementary information offered by the centre for the online test must be accurate and enhance the RYA's test.
- 3. A system for monitoring and communicating with the students regarding the test must be in place.
- 4. Clearly defined avenues of communication must be available between the student and the centre. Due to the nature of online training, it is expected that instructors will ordinarily provide a response to students' questions within 8 business hours.
- 5. Centres must have a system in place for monitoring and acting on student feedback.

#### Management of courses and tests

The centre must have adequate systems in place to effectively manage the courses and tests which they offer including:

1. A nominated Instructor(s) for each type of course offered through RYA Interactive, who is appropriately qualified for the type(s) of course they are supporting. Instructors must be registered with one training centre only and may not support students enrolled for courses through other training centres.



- 2. Trading terms and conditions, which include a cancellation policy, a provision as to the maximum course completion period and a complaints procedure. It is suggested that the maximum course completion period is not longer than 18 months from the date of purchase. (See paragraph below entitled "Withdrawal or discontinuance of recognition")
- 3. Suitable guidance in course booking details to ensure that students are enrolled on a course or test suitable for their needs and current level of knowledge.
- 4. Guidelines as to the pace of the course or test, the overall commitment, including timings.
- 5. Clear explanation on what materials and equipment are supplied as course material and what the student is required to provide with approximate costs.
- 6. The ability to offer a basic level of technical assistance to students, as outlined in the document 'How to help your students with basic technical issues'.

## **Conditions of using RYA Interactive**

Centres which have been recognised by the RYA for RYA Interactive courses and who have paid the appropriate Site and Course hosting fees and commission are granted a licence to have a unique area created for their centre within the RYA Interactive website and to allow students of the centre to enrol for and undertake RYA Interactive courses via this unique area. This licence shall expire on suspension, discontinuance or termination of such recognition (save as mentioned in the paragraph entitled **Withdrawal or discontinuance of recognition** below). This licence is personal to the licensee which may neither assign it nor grant any sub-licences of the rights licensed to it.

General Terms of Use for RYA Interactive users are available on <a href="www.ryainteractive.org">www.ryainteractive.org</a> (the 'Site'). The additional conditions below apply specifically to RYA recognised training centres.

- 1. The centre is responsible for informing RYA Training of any changes to instructional staff, links, images or contact details that need to be updated on the Site.
- 2. Only RYA recognised training centres may publish links to the Site. If the centre links to the Site, it may only link to, but not replicate, the Site, subject to the conditions set out below:
  - 2.1. The link is neither misleading nor deceptive and must fairly indicate the Site as the destination of the link.
  - 2.2. The centre does not remove, distort or otherwise alter the size or appearance of the RYA logo.
  - 2.3. The centre does not create a frame or any other browser or border environment around the Site, or in any way conceal that visitors are leaving the Site.
  - 2.4. The centre does not in any way imply that the RYA endorse any products or services other thanthe RYA's own products and services
  - 2.5. The centre does not misrepresent its relationship with the RYA nor present any other false or misleading information about the RYA.
  - 2.6. The centre does not otherwise use any of the trade marks displayed on the Site without the express written permission of the RYA
  - 2.7. The centre does not link from a website that it does not own.
  - 2.8. The centre does not hold the RYA liable for any broken links produced on its site as a result of the RYA moving or deleting pages on the Site.
  - 2.9. Any website from which the centre links to the Site does not contain any content that is distasteful, offensive or controversial, infringes any intellectual property rights or other



rights of any other person or otherwise does not comply with all applicable laws and regulations.

**3.** Any materials that the centre posts on the site must relate to and enhance the course or test being offered and must not break the law, be abusive, pornographic, or sell the products or services of a third party.

## Conditions of use of the RYA Interactive logo

The RYA grants training centres recognised to offer online tests and courses a non-exclusive licence to use the RYA Interactive logo in connection with its RYA online training activities. This licence shall expire on suspension, discontinuance or termination of such recognition (save as mentioned in the paragraph entitled **Withdrawal or discontinuance of recognition** below)This licence is personal to the licensee which may neither assign it nor grant any sub-licences of the rights licensed to it.

By displaying the RYA Interactive logo, the centre agrees to be bound by the following conditions of use:

- 1. The logo may only be used by training centres recognised for online training to make accurate references to the licensee's RYA online training activities. It must not be used to imply that other activities such as non-RYA recognised training are approved in any way by the RYA.
- 2. The centre may display the logo on training centre advertising, printed and online marketing materials only. It must not be used by RYA Instructors acting in a personal capacity, for example on an instructor's personal business card.
- 3. The logo may not be included in the centre's trade or business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks.
- 4. RYA Training can provide electronic artwork for the logo. Except for size, the centre may not alter the logo in any manner, including proportions, colours, elements, etc, or animate, morph, or otherwise distort its perspective or two-dimensional appearance.
- 5. The logo must wherever possible be on a plain background, and not on a patterned or graduated background. In some circumstances, a plain box may be the only way of displaying the logo correctly.
- The correct colours to be used for the logo are:
   Red: PMS 1935, Blue: PMS 2757 (100C 82M 0Y 30K / 0C 100M 57Y 5K)
- 7. The logo must never be used as a substitute for the words 'RYA Interactive' in a sentence or phrase.
- 8. The centre's trading/company name, trademark, or logo must appear in any materials where the logo is used.
- 9. The logo may not appear larger and/or more prominent than the centre's trading/company name, trademark, or logo.
- 10. The logo must not be used in any manner that expresses or might imply the RYA's affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by RYA training centre recognition.
- 11. The materials and websites on which the logo is used must comply with relevant legislation including the British Codes of Advertising and Sales Promotion, and not contain statements or images which are untrue, misleading, objectionable, tasteless, obscene, offensive or disparaging of the RYA or any other RYA recognised training centre.
- 12. The logo must stand alone and be given a reasonable amount (ordinarily 125%) of clear space around it, separating it from any other object, such as type, photography, borders, edges, and so on.
- 13. The centre must forthwith, and at its own cost and expense, correct any specified misuses of the logo or the RYA's other trademarks upon notice from the RYA.



- 14. If permission to use the logo is withdrawn as a result of breech of these terms and conditions it shall take effect immediately and forthwith the logo shall be removed from any website, and stocks of materials bearing the logo shall be withdrawn from circulation at your expense.
- 15. This licence shall be governed by the law of England and Wales.

## Withdrawal or discontinuance of recognition

The RYA may, at its absolute discretion grant or refuse recognition for RYA Interactive. If the RYA, in its reasonable opinion does not have confidence in a centre's management or ability to maintain standards it may withdraw recognition for RYA Interactive without affecting other practical or shorebased recognition held by the centre.

The RYA may make such fact known by announcements in the yachting press and subsequently the centre may not advertise or claim in any way that it is or has been awarded recognition for RYA Interactive by the RYA (save as mentioned below).

Upon withdrawal or discontinuance of recognition (including non payment of the appropriate site fees, course fees and commission) the licence to use the RYA Interactive website and the RYA Interactive logo shall cease save in respect of students of the centre who have purchased courses on or before the date of withdrawal or discontinuance. The RYA shall continue to allow access to the RYA Interactive website to such existing students for a period equivalent to their maximum course completion period. The centre shall continue to support such students during such period. If a centre is unable or unwilling to provide such support, or the RYA deems such an arrangement to be inappropriate, the centre will be required to refund the students' course or test fee (excluding the cost of any student pack) so that the student is free to continue their training with another centre.

The RYA reserves the right to amend or update these conditions from time to time at its absolute discretion.

Recognition for RYA Interactive courses is valid until 31<sup>st</sup> December each year and is only valid while the training centre continues to fulfil the criteria outlined in this document.



### **RYA Interactive Recognition Fee Structure 2012**

(All fees are subject to VAT and will be reviewed in January 2013)

**Site hosting fee**: £100 per annum payable on application and each subsequent January.

This allows students to register on your site area and for them to see your centre's branding.

#### Course hosting fee:

payable on application and each subsequent January.

Essential Navigation and Seamanship £50 per annum

PPR £50 per annum

CEVNI Test £20 per annum

This fee is for adding your chosen courses to your site area.

#### Commission on Student fees payable to the RYA:

Essential Navigation and Seamanship £10 per student enrolled, invoiced monthly CEVNI test £10 per student enrolled, invoiced monthly

SRC Pre-course Knowledge Check Free of charge

#### Commission on Student fees payable to the centre:

PPR £15 per student enrolled paid to the training centre \*

\* Note: the PPR course is purchased by students from the RYA, with the student nominating their chosen training centre at the point of purchase. The price payable by the student is £31 plus VAT, with £15 plus VAT of that fee being paid by the RYA to the nominated training centre.