

SUNSAIL AND THE MOORINGS UK – BOOKING TERMS AND CONDITIONS

Please read these booking conditions (“Terms and Conditions”) carefully, they form an important part of the contract for your charter.

Key points:

You enter into a booking with us when we issue you with the Booking Confirmation. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your holiday but there are legal limits.

We are a member of ABTA and where your booking is deemed to be a package we provide protection for your money as set out in clause 3 below.

Adequate and valid travel insurance is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance to suit your individual needs. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information and for other important rights and obligations.

1. Our details

- 1.1 Your booking is with Mariner International Travel (UK) Limited (t/a Sunsail and/or The Moorings) with registered number at 1239190, and with registered address at Platinum House, St Mark's Hill, Surbiton, KT6 4BH (“**we**”, “**us**”, “**Company**” or “**our**”).

2. Important Information for Yacht Charters in Greece and Italy

- 2.1 For charter bookings in Greece we act as agent for our sister company, Hellenic Sailing Holidays SA. In accordance with local Greek legal requirements, upon arrival at our Greek base you will be provided with an invoice for the yacht charter (stamped as fully paid) and you will be asked to sign a separate yacht charter agreement (“**Greece Charter Agreement**”) before you will be allowed to take possession of the yacht. The Greece Charter Agreement will be between you and Hellenic Sailing Holidays SA for the charter of the yacht.
- 2.2 Our charters in Italy are operated by our franchise partner, Sailitalia, and you will be required to sign their terms and conditions on your arrival at the relevant base (“**Italian Charter Agreement**”). No additional payment will be required from you under the Greece Charter Agreement or the Italian Charter Agreement (or the invoice in the case of Greek charters) and a copy of the Greece Charter Agreement or Italian Charter Agreement wording can be provided to you in advance of departure upon request.
- 2.3 If there is a conflict between these Terms and Conditions and the Greece Charter Agreement or the Italian Charter Agreement as they relate to you, then these Terms and Conditions shall prevail and supersede the provisions of the Greece Charter Agreement or Italian Charter Agreement. By asking us to confirm your booking for Greece or Italy, you agree that we are acting as agent in respect of that booking and accept and agree that you will sign the Greece Charter Agreement or the Italian Charter Agreement upon arrival at the base.

3. Protecting your money

- 3.1 If your booking is deemed to be a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018 (the “**PTRs**”) then you will benefit from all rights under the PTRs that apply to packages. In such circumstances, we will be responsible for the proper performance of all the travel services included in the package. We provide full financial protection for our package holidays which is provided by way of a bond held by ABTA – The Travel Association, 30 Park Street, London, SE1 9EQ (www.abta.co.uk). If your booking is not deemed to be a package with the meaning of the PTRs, then this clause 3 shall not apply to your booking.

4. Your holiday booking

- 4.1 For the purposes of these Terms and Conditions, a “**Non-Group Charter**” is any booking whereby the total number of yachts included in your booking is four (4) or less yachts. A “**Group Charter**” is any booking whereby the total number of yachts included in your booking is five (5) or more yachts. The “**Holiday Total**” shall include the price of all services which are booked with the Company as part of your holiday including, without limitation,

the price of the yacht, any provisioning costs, any skippers or other crew onboard the yacht, any YDW (as defined in clause 6.1), any prepaid fuel and the cost of any other services included in the price of your holiday.

- 4.2 A booking will exist as soon as we issue our confirmation invoice (the **"Booking Confirmation"**). Your booking is made in accordance with these Terms and Conditions. The person making the booking (the **"Lead Charterer"**) must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party (together the **"Travel Party"**) these Terms and Conditions. You hereby agree that you will bring these Terms and Conditions to the attention of all members of your Travel Party. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements.
- 4.3 Whether you book alone or as a group, and save for as stated otherwise in these Terms and Conditions, we will only deal with the Lead Charterer in all subsequent correspondence, including changes, amendments and cancellations. The Lead Charterer is responsible for ensuring the accuracy of the personal details, or any other information supplied in respect of all members of the Travel Party, and for passing on any information regarding the booking or any changes made in relation to the booking, to all persons in the Travel Party. In order to ensure all passengers are aware of important information regarding your booking (such as, but not limited to, charter briefings, safety information and these Terms and Conditions), it is a condition of your booking that you promptly inform us of the names and details of all passengers in the Travel Party and update us immediately should any details change. In doing so, you confirm that you have the express permission of the entire Travel Party to provide us with their contact details.
- 4.4 When you receive the Booking Confirmation and your departure documents check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if any supplier refuses boarding or participation because the name shown in your passport differs from those on your ticket. If there is an obvious error on the Booking Confirmation, we reserve the right to correct it as soon as we become aware of it, but will do this within 7 days of issuing the Booking Confirmation or, if your departure is within 7 days, no later than 24 hours before you travel. Travel documents will be sent or emailed to you (to the address given to us by the Lead Charterer at the time of booking) approximately 14 days before your departure, and will not be issued unless payment of the due balance has been received by us in full.
- 4.5 We may not be able to confirm some of our ground arrangements straight away. In these instances we may issue a Booking Confirmation that will not include some of those ground arrangements. However, a contract for arrangements that have not been confirmed on the Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been made. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the Holiday Total (as defined in clause 4.1).
- 4.6 Any costs which are not included in your Booking Confirmation (such as, for example, mooring costs) are not included in the cost of your holiday and must be paid by you.
- 4.7 Your personal safety is of paramount importance to us. It is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of your holiday. This should include, but not be limited to, any special dietary requirements (such as allergies) and any reduced mobility affecting you or any member of your Travel Party. You should contact us at yacht-charters@sunsail.co.uk (for Sunsail bookings) or yacht-charter@moorings.co.uk (for The Moorings bookings) to discuss any such requirements.
- 4.8 If you do not include a skipper in your booking, you confirm that you and/or other passengers in your Travel Party are capable and competent to sail the yacht in the conditions and cruising area of your charter and in-line with port authority regulations advised at the point of sale and/or in your Booking Confirmation. As the Lead Charterer, you are responsible for ensuring you and/or your Travel Party have the necessary documentation for the cruising area, which can be found here www.sunsail.co.uk/sailing-holiday/sailing-levels-explained (for Sunsail bookings) or www.moorings.co.uk/yacht-charter/requirements (for The Moorings bookings).
- 4.9 When sailing a yacht, you are obliged to have a minimum of 2 persons on board at all times whilst the yacht is sailing, who must both be 18 years old or over, and the skipper must be in charge of the yacht at all times. Furthermore, you must appoint a first mate who must be suitably skilled to carry out the role and, at the very least, be trained and experienced to conduct a "man overboard" procedure in accordance with the standards set out at <https://www.rya.org.uk/water-safety/cold-water-shock-safety/man-overboard/>. For skippered charges you are still required to appoint a first mate in accordance with the previous sentence.
- 4.10 Should you wish to have only the skipper and someone under the age of 18 onboard the yacht then you will need the Company's express written approval. If you are a solo traveller, then please speak to the Company who can arrange for you to hire a skipper or cook as your second mate on board.

- 4.11 Our prices are accurate as at the date published, but we reserve the right to change any of those prices from time to time in our sole discretion. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after the Booking Confirmation has been issued). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your holiday including the cost of any supplements, upgrades or additional facilities which you have requested.
- 4.12 Where fuel is purchased as an added extra then you will be provided with a full tank of fuel with your yacht. This sum is non-refundable and no refund will be given at the end of your holiday should you not use all of the fuel. Where fuel is not purchased you must return the yacht to the base with a full tank of fuel. If you do not you will be charged a premium by the Company to refill the yacht which will be calculated dependent on the base location.

5. Paying for your holiday and insurance

- 5.1 In order to make a booking you must pay a deposit and any balance payments in accordance with the following:

	Upon booking (other than where your booking departs within 180 days)	Final balance due date (or where bookings are made within 180 days of departure)
Non-Group Charters	50% of the Holiday Total	Final balance due by no later than 180 days prior to the departure date specified on the Booking Confirmation (" Departure Date ")
Group Charters*	£500 deposit for each yacht listed on the Booking Confirmation	50% payment of the Holiday Total for all yachts due 180 days prior to the Departure Date. Any balance payment due by no later than 120 days prior to the Departure Date.

- 5.2 *For all charters with a Departure Date between December 20 and January 6, the Non-Group Charter payment schedule applies in clause 5.1. Special events and packages may follow separate deposit, payment and cancellation schedules. You will be advised of this at the time of placing your booking.
- 5.3 If the deposit and/or balance is not paid in time we may cancel your booking. Failure to pay the balance on time shall be treated as a cancellation by you in which case the cancellation charges stated in clause 8 will apply.
- 5.4 You may also be required to pay for any non-transferable and non-refundable items such as YDW (as defined in clause 6.1), entry permits and any other applicable supplements due, at the time of booking, and they may be non-refundable in the event of cancellation.
- 5.5 We do not accept payment by personal or building society cheques. Payment can be made by credit or debit card but we do not accept payment by American Express (AMEX).
- 5.6 Adequate and valid travel insurance for your chosen itinerary is compulsory for all travellers. It is a condition of accepting your booking that you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and any unavoidable and extraordinary circumstances (as defined in clause 8.15).

6. Yacht Damage Waiver and security deposits

- 6.1 For all charters, you will be required to provide cover against accidental damage or loss to the yacht and ancillary equipment and either purchase Yacht Damage Waiver ("YDW") upfront or pay a higher security deposit at the base. The latest YDW rates are available online at <https://www.sunsail.com/uk/choosing-sunsail/legals/yacht-damage-waiver> (for Sunsail bookings) and at <https://www.moorings.com/uk/yacht-damage-waiver> (for The Moorings bookings). The YDW rates are also available on request by contacting your holiday planner. YDW payments for charters in Italy must be paid for in Euros. The YDW rates provided to you at the time of booking are based on current pricing and are only guaranteed at the time of booking. If you purchase YDW after your booking is confirmed, your rates may vary and are subject to change without notice.
- 6.2 In the event you or your party cause damage or loss to the yacht or its ancillary equipment (howsoever caused) or to property belonging to a third party, you will be liable for the damage up to the value of the security deposit paid at the base, except in the case of negligent or reckless conduct (as defined in clause 6.13).
- 6.3 If you or your party cause damage or loss to the yacht, any ancillary equipment or property belonging to a third party and such damage or loss is caused as a result of (i) your negligent or reckless conduct and/or (ii) you straying outside of the notified destination cruising zone or any area marked as a "red-zone", which shall be notified to you in your pre-charter briefing and set out in the documentation issued to you on the day of departure, then in either case you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit or purchase of YDW. We shall deduct the amount of the security deposit or YDW from the total loss and the balance shall then be payable by you. We

shall provide you with an invoice for the total damage costs, which shall be payable by you on demand. Acts that will be considered as “**negligent or reckless conduct**” include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the yacht under the influence of alcohol and/or drugs, not having sufficient crew in charge of the yacht at all times, not being in control of the yacht by means within the control of the skipper and for any other breach of these Terms and Conditions.

- 6.4 At the time your booking is placed an e-guide will be made available to you in your booking portal which sets out, amongst other information, zones which are designated as “amber zones” or “red zones” (the “**E-Guide**”). You must not sail or allow the yacht to be positioned in any “red zones”, as designated on the map in the E-Guide, under any circumstances. The E-Guide contains “amber” zones whereby you must exercise extreme caution when sailing the yacht, or allowing the yacht to be positioned, in any “amber” zones. The E-Guide can be accessed on the Company’s websites online at the MyAccount portal which is accessible once your booking has been placed. The E-Guide shall be made available to you during the check-in process and can also be accessed on your mobile device and should be referred to during your holiday.
- 6.5 In addition to the acts at clause 6.3, if you or your Travel Party cause damage or loss to the yacht (howsoever caused) or to any property belonging to a third party as a result of (i) any sailing or positioning of the yacht in any “red zones” as set out in the E-Guide, and/or (ii) any failure to exercise all necessary caution when sailing in any “amber zones” as set out in the E-Guide, then you will be liable for any all additional damages and losses which are incurred by the Company over and above the amount of the YDW and/or security deposit.
- 6.6 During the booking process you will be provided with the option of either purchasing YDW (see Option 1 below) or paying a higher security deposit (see Option 2 below) at the base. You will not be able to proceed with your booking unless you agree to one of these options. By asking us to confirm your booking you are agreeing to comply with this and make any required payment.
- 6.7 **Option 1: YDW and security deposit**
- If you choose to purchase YDW this will be added to your booking at the time of booking. The cost of purchasing YDW will be provided during the booking process and will be added to your overall holiday cost. This is an up-front prepayment to cover any damage to the yacht and will not be refunded to you at the conclusion of your holiday. In addition, you will be expected to pay a damage security deposit upon arrival at the base (as set out on the websites listed in clause 6.1). The security deposit will be taken prior to embarkation and if you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to any refund and you will not be entitled to continue with the charter. This security deposit may be refunded to you at the conclusion of your holiday, subject to certain requirements being met.
- 6.8 **Option 2: Security deposit only**
- If you choose to pay a security deposit only, and do not pay for YDW, you will be asked to pay a sum as a security deposit upon arrival at the base (as set out on the websites listed in clause 6.1). The security deposit shall be payable in the local currency at the base. This security deposit may be refunded to you at the conclusion of your holiday, subject to certain requirements being met. The security deposit will be taken prior to embarkation and if you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to any refund and you will not be entitled to continue with the charter.
- 6.9 Under Option 1 only, should you pre-book a skipper organised by the Company, the security deposit collected at the base will be half of what is displayed on the Sunsail and The Moorings websites (see the links in clause 6.1 above). Customers who have acquired their own YDW via a third party will be required to pay the security deposit amounts listed under Option 2 upon arrival at the base.
- 6.10 The security deposit payable under Option 1 and Option 2 must be paid by credit card.
- 6.11 The security deposit paid under either Option 1 or Option 2 will be used as security for any loss or damage suffered by the Company as a result of any breach by you of these Terms and Conditions and any damage caused to the yacht or its contents, or to any other third party property for which we receive a claim or suffer any loss, during your holiday. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your booking.
- 6.12 You, as the Lead Charterer, and all other passengers in your Travel Party, will be asked to sign a form before embarkation confirming that each passenger fully understands their obligations in the event of any loss or damage to the yacht, ancillary equipment or third party property. This is a condition of embarkation and no passenger will be permitted onboard unless they have signed this form.
- 6.13 On return of the yacht to the base at the conclusion of your holiday and following inspection of the yacht by our base staff, if we are satisfied that there is no apparent damage to the yacht on its return from you (and we are not, at that time, aware of any damage to, or claim from, any third party), our base staff shall, where applicable, refund the relevant security deposit paid to you as soon as reasonably possible.

- 6.14 In the event that we determine that damage or loss was caused to the yacht and/or its contents during your holiday, or we are notified of any damage to any third party property during the charter, and all such damage or loss was not as a result of any negligent or reckless conduct, you will be liable to us for all losses and damages incurred by us up to the value of the security deposit paid. If we determine that damage or loss was caused to the yacht and/or its contents, or to any third party property, during your holiday as a result of your negligent or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant security deposit paid by you. We may use all or part of the security deposit paid by you to repair any damage caused to the yacht or its contents or to any third party during the period of your arrangements including, without limitation, the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.
- 6.15 Regardless of the circumstances, if the damage caused by you or anyone within your party renders, in the Company's opinion, the yacht no longer fit for charter use then we will withdraw the yacht and immediately cancel your booking. In such circumstances you will not be offered a replacement yacht; alternative accommodation or any form of compensation or refund whatsoever.
- 6.16 Retention of the security deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the security deposit paid by you where the loss or damage was caused or contributed to by your negligent or reckless conduct and in these circumstances you will remain liable to us for the balance of any such losses or damages over and above the sum of the security deposit paid by you.
- 6.17 In the event that the losses or damages suffered by us as a result of any breach by you of these Terms and Conditions and any damage caused to the yacht or its contents or to any third party during the period of your arrangements is less than the security deposit paid by you, we shall refund, as relevant, part of the security deposit paid to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant security deposit paid until the matter is resolved.
- 6.18 Customers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance, plus an additional damage deposit payable at the base for rigging or collision damage. This is payable by credit card in addition to the relevant YDW. All customers planning to participate in a sailing regatta are required to obtain prior written consent from us. Call the sales team for details of the individual regattas available and the relevant terms associated to each. The race supplement is a charge omitted from any discount.

7. The 4 Hour Commitment

- 7.1 Subject to this clause 7, the Company shall use its reasonable endeavours to ensure that if a breakdown of essential equipment occurs during your charter, we will attend to the yacht within four working hours (of the opening hours of the relevant base reception) of notification of the breakdown. The following terms in this section 6.1 apply to this commitment and further information can be found at <https://www.moorings.com/uk/4-hour-commitment> or <https://www.sunsail.com/uk/choosing-sunsail/sunsail-commitment>:
- 7.1.1 the yacht must be within a twenty mile radius of the base;
- 7.1.2 there is no guarantee at all at the Exuma base and/or the franchise bases in Italy, Whitsundays and Martinique;
- 7.1.3 you must provide a detailed list of the issues at the time of the initial notification;
- 7.1.4 for any lost sailing time due to technical failing of the following essential equipment: engine, transmission, windlass, sails, standing and running rigging, battery, and alternator then the facts and cause shall be reviewed on a case by case basis and compensation (if any) may be provided. All compensation of this nature will be provided as a credit certificate determined by the Company (acting reasonably and in its sole discretion) for use on a future booking with the Company; and
- 7.1.5 no compensation shall ever be payable where the failure is 'un-essential' equipment which shall include, but not be limited to, the following: cellular phone, VHF, refrigeration, stereo/cassette/CD player, auto pilot, GPS, water pressure pump, dinghy, outboard, knot meter, depth sounder, air conditioning, generator, and any other item which does not render the yacht inoperable.

8. If you change or cancel your holiday

- 8.1 You may cancel your booking at any time. Written notification from the Lead Charterer or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges in accordance with this clause 8.

- 8.2 Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- 8.3 For all bookings, if your booking is cancelled 180 days (or more) before the Departure Date then the Company shall retain your deposit.
- 8.4 For Non-Group Charters, if your booking is cancelled within (and including) 179 days prior to the Departure Date (or where your booking is made within 179 days of the Departure Date) then 100% cancellation charges of the Holiday Total shall apply in the event of any cancellation of your booking.
- 8.5 For Group Charters, for cancellations which are made within 180 days prior to the Departure Date, then if the cancellation is:
 - 8.5.1 between 179 days and 121 days prior to the Departure Date, the cancellation charges shall be 50% of the Holiday Total, plus £500 per yacht booked in the Booking Confirmation; and
 - 8.5.2 120 days (or less) prior to the Departure Date, then 100% cancellation charges of the Holiday Total shall apply.
- 8.6 If, after the Booking Confirmation has been issued, you wish to (i) make a change to your booking or (ii) change to another holiday, destination, yacht or change the departure date, we will, subject to availability and the provisions of clause 8.7 to 8.14, try to make the changes provided that written notification is received from the Lead Charterer.
- 8.7 We will not charge you fees to amend your booking should you need to correct an incorrect first name, surname or title initially provided to us at the time of your Booking Confirmation. For all other changes, fees as set out in clause 8.13 shall apply.
- 8.8 Other than amendments under clause 8.7, you are only permitted to make 1 change or amendment to your booking, provided that such amendment is made by the time periods specified in clause 8.9. By way of example only, if you change the date of departure in accordance with these Terms and Conditions, this shall constitute a change to your booking and you shall not be able to make any further amendments at a later date, such as changing the destination or the type of yacht etc. Any further amendment(s) will be treated as a cancellation and the cancellation terms in clause 8.3 to 8.5 shall apply.
- 8.9 You may change the date of your booking, subject to availability, provided this is done no later than 180 days prior to the Departure Date. No changes to the dates of your booking may be made within (and including) 179 days prior to the Departure Date. For all other changes, other than changes to the date, the change must be made no later than 60 days prior to the Departure Date and provided that such change is not a change to the date of your holiday.
- 8.10 Some aspects of your booking may be non-refundable from the moment that your booking is confirmed. Should you have purchased anything other than the booking for the yacht then other charges in addition to those above may apply and you will be advised of this at the time of booking and/or in your Booking Confirmation.
- 8.11 If, after the amendment has been made, the total price of your holiday is cheaper than the price payable for your original holiday, then no refund of the difference will be made to you. If the overall price of your holiday increases after the amendment has been made then you shall be required to pay all additional amounts in order to confirm the amendment.
- 8.12 You can transfer your booking to another person, who satisfies all the conditions that apply to your booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain transport providers (if applicable) treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you and you and the new traveller will be responsible for meeting these costs. In addition to any third party costs that may be levied, in order to transfer your booking, you will be required to pay the amendment fee as set out in clause 8.13.
- 8.13 In addition to any increase in the overall price which is payable in respect of your booking to reflect any amendments, the amendment shall not be confirmed unless and until you have paid such additional costs which are incurred in respect of your booking, plus an amendment fee of £100.
- 8.14 You can cancel your booking without paying cancellation charges if the performance of your holiday, is significantly affected by unavoidable and extraordinary circumstances (as defined in clause 8.15). In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund.

- 8.15 For the purposes of these Terms and Conditions “**unavoidable and extraordinary circumstances**” are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid and include, without limitation; war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport (including, but not limited to, mechanical and/or other damage or failures in your chartered yacht), airport, port or airspace closure restriction or congestion; travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster and all similar events outside our or any concerned supplier's control.

9. If we cancel your booking

- 9.1 We reserve the right to cancel your booking. We will not cancel less than 28 days before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 8.15), or due to a failure by you to pay the final balance. In particular, our flotilla and sailing schools are dependent on a minimum number of persons booking. If that number is not achieved, we reserve the right to cancel your booking.
- 9.2 The minimum number of yachts required for a flotilla to operate is 3. The minimum number of students required for a sailing school to operate is 2.
- 9.3 The time limit for cancellation for such failure to reach minimum numbers shall not be later than:
- 9.3.1 20 days before the start of the booking in the case of trips lasting more than 6 days;
- 9.3.2 7 days before the start of the booking in the case of trips lasting between 2 and 6 days; and
- 9.3.3 48 hours before the start of the booking in the case of trips lasting less than 2 days.
- 9.4 If your holiday is cancelled you can either have a refund of all monies paid or accept an alternative holiday of comparable standard from us if we offer one (we will refund any price difference if the alternative is lower value).
- 9.5 In the event a refund is paid to you, we will pay compensation as detailed below (this does not preclude you claiming more if you are legally entitled to do so) except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 8.15).

Period before the Departure Date we notify you of any major change	Compensation payable per person
Between the date of your Booking Confirmation and 180 days prior to the Departure Date	Nil
179 days prior to the Departure Date and 29 days before the Departure Date	£10.00
Between 28 days and 15 days before the Departure Date	£20.00
Between 14 days and 8 days before the Departure Date	£30.00
7 days or less before the Departure Date	£40.00

10. If we change your booking

- 10.1 Changes to the price
- 10.1.1 We can change your holiday price after you've booked, only in certain circumstances, including: (i) changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or (iii) exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of the Departure Date.
- 10.1.2 If any change in the price of your booking results in an increase equivalent to more than 8% of your Holiday Total, you will have the option of changing to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period notified to you.
- 10.1.3 Should the Holiday Total price go down due to the cost changes set out in clause 10.1.1, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

10.2 Changes other than the price

10.2.1 It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include but are not limited to changes of yacht to another of the similar or higher standard.

10.2.2 If we are forced by unavoidable and extraordinary circumstances (as defined in clause 8.15) to alter significantly any of the main characteristics of your holiday then you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the given time period your booking may be cancelled.

10.3 If you choose to accept a refund we will pay compensation as detailed in the table in clause 9.5. The compensation that we offer does not exclude you from claiming more if you are legally entitled to do so.

11. **If we change your booking and our liability to you**

11.1 You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your booking. If any of the travel services included in your booking are not performed in accordance with these Terms and Conditions, or are improperly performed, by us or any other suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to:

11.1.1 any acts or omissions of you or another member of your Travel Party;

11.1.2 a third party unconnected with the provision of the travel services in your booking and is unforeseeable or unavoidable;

11.1.3 unavoidable and extraordinary circumstances (as defined in clause 8.15).

11.1.4 if you or another member of your party is found to have put themselves at risk, been under the influence of alcohol or any other substances, or whose conduct constitutes negligent or reckless conduct; and/or

11.1.5 the criminal acts of suppliers and/or their employees, sub-contractors or agents.

11.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to the following:

11.2.1 you agree that any supplier's own "**Conditions of Carriage**" will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within those "**Conditions of Carriage**". You acknowledge that those Conditions of Carriage form part of your contract with us as well as with the transport company. You can ask us or your travel agent to provide you with a copy of any of any applicable Conditions of Carriage; and

11.2.2 any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

11.3 If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of any necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the Departure Date.

11.4 Standards of safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those that would be expected in the UK. The suppliers of the services and facilities included in your holiday should comply with local standards where they are provided.

12. **ABTA**

12.1 We are a Member of ABTA, membership number Y0732. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com

to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com or contacting ABTA at 30 Park Street London SE1 9EQ.

13. Complaints and assistance

- 13.1 If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, such as by providing information on health services, local authorities and consular assistance and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs incurred if the difficulty is your fault.
- 13.2 If you have a complaint about any of the services included in your holiday and/or need assistance whilst away, you must inform our local representative at the base without undue delay who will use reasonable efforts to put things right. We will provide you with our local representatives 24 hour contact details upon arrival at the base.
- 13.3 If it is not resolved locally, please follow this up within 35 days of your return home by writing to our Customer Services Department at Customer Relations, Mariner International Travel (UK) Limited, Platinum House, St Marks Hill, Surbiton, KT6 4BH or emailing us at customer.care@thlmarine.com giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint at the base we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 12 above on ABTA.

14. Passport, health and travel requirements

- 14.1 Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. It is your responsibility to ensure that you have checked all such health requirements insofar as they may impact your booking.
- 14.2 When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the UK Foreign, Commonwealth and Development Office (FCDO) and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit our Travel Aware Page (Sunsail bookings) or www.moorings.co.uk/travel-aware (The Moorings bookings) and the government websites at www.gov.uk/travelaware and www.gov.uk/foreign-travel-advice for your destination country.

15. Conduct

- 15.1 We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put yourself or any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person.
- 15.2 If the skipper of your yacht or any of our resort or base staff believe that you could be, or that you are, suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from your yacht, or remove you from your yacht or excursion.
- 15.3 We cannot be held responsible for underage consumption of alcohol.
- 15.4 On board some of our yachts the Company may require a skipper to be onboard the yacht for the first 3 hours of the charter to ensure the Lead Charterer, or other person expressed to be suitably qualified, is competent. We reserve the right to do this in our sole discretion. There shall be no charge for this during the first 3 hours that the skipper is onboard. However, if the skipper that is onboard during that period determines, acting in their sole discretion, that the Lead Charterer (or any other applicable member of the Travel Party) is not suitably competent to sail the yacht, then we reserve the right to require a skipper to be onboard throughout the duration of the charter and you shall be liable for the costs of that skipper. In the event that you do not make the payment for the cost of that skipper then we reserve the right to cancel your booking without any refund or compensation being due to you.
- 15.5 Animals, restricted items and illegal goods will not be permitted on board. Guide dogs and other service animals may be permitted onboard but this is subject to satisfactory evidence being provided to the Company before the Departure Date, payment of an additional fee and the prior written consent being obtained from the Company. In the event that the prior written consent of the Company is not obtained, we reserve the right to cancel your booking without any obligation to pay any refund or compensation.
- 15.6 Please note you are not permitted to sail/cruise on your yacht during the hours of darkness (which shall run from the start of sunset to sunrise).

- 15.7 As a result of your behaviour during any stage of your holiday, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including, but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting route of your yacht for the purpose of removing you. Criminal proceedings may also be instigated.
- 15.8 The yacht must only be used by those people named on your Booking Confirmation or on any amended Booking Confirmation which is later issued). You are not allowed to share the yacht or let anyone else stay on board. At the end of your holiday, it is your responsibility to ensure that you take any personal property with you. We will not be responsible for any property which is left behind.
- 16. Data protection**
- 16.1 We will use and process your data in accordance with our privacy policy which can be found here <https://www.sunsail.com/uk/choosing-sunsail/legals/privacy> (for Sunsail bookings) or <https://www.moorings.com/uk/privacy> (for The Moorings bookings).
- 17. Excursions**
- 17.1 Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.
- 18. Travel agents**
- 18.1 All monies you pay to any travel agent are held by the travel agent on our behalf at all times.
- 19. Law and jurisdiction**
- 19.1 This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.