

## SUNSAIL – BOOKING TERMS AND CONDITIONS

**Please read these booking conditions carefully, they form an important part of the contract for your charter.**

All charter holidays are advertised in our brochures and on our website are operated by either Mariner International Travel (UK) Limited t/a Sunsail (Company number: 1239190) if travelling to any of our overseas worldwide destinations, OR Sunsail Worldwide Sailing Limited (Company Number: 1658245) if travelling within the UK (hereinafter called 'the Company', 'we', 'us' or 'our'), all members of the Travelopia group of companies, of Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, and are sold subject to the following conditions:

### **Insurance:**

Please Note: Adequate and valid travel insurance is compulsory for all customers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed

**Please refer to our website for the latest booking terms and conditions**

### **Important Information for Yacht Charters in Greece**

**Please Note:** For Greece Yacht Charters 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 our local entity, Hellenic Sailing Holidays SA for the charter of the yacht. No additional payment will be required from you under the Greece Charter Agreement or the invoice and a copy of the Greece Charter Agreement wording can be provided to you in advance of departure upon request. To the extent there is a conflict between these Terms and Conditions and the Greece Charter Agreement as they relate to you then these Terms and Conditions shall prevail and supersede the provisions of the Greece Charter Agreement. **By asking us to confirm your booking for Greece, you agree that we are acting as agent in the booking of your Greek yacht charter and accept the provisions of this clause and agree that you will sign the Greece Charter Agreement upon arrival at the base.**

**Please note that by asking us to confirm your booking you accept the provisions of this clause and agree that you will sign the local charter upon arrival at the base.**

### **1. Your Financial Protection**

1.1 The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked from us and for your repatriation in the event of our insolvency.

1.2 We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from Mariner International Travel (UK) Limited t/a Sunsail by way of our Air Travel Organiser's Licence number 0987, administered by the Civil Aviation Authority ('CAA'). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

1.3 We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

1.4 If we, or the suppliers identified on your ATOL Certificate, are unable to provide the services for flight inclusive holidays listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claim which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

1.5 The price of your holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

1.6 When you buy an ATOL protected flight inclusive charter holiday from us, all monies accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

1.7 When you buy arrangements other than an ATOL protected flight or flight inclusive charter holiday, all monies accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.

1.8 We will provide you with financial protection for any package you buy from us that do not include travel by air by way of a bond held by ABTA. For further information, visit the ABTA website at [www.abta.com](http://www.abta.com).

1.9 If you book arrangements other than an ATOL protected flight or a package holiday, the financial protection referred to above does not apply.

1.10 We are a Member of ABTA, with Mariner International Travel (UK) Limited t/a Sunsail holding membership number Y0732 and Sunsail Worldwide Sailing Limited holding membership number Y4343

1.11 We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

## **2. How to Book**

2.1 To make a booking you can contact us in several ways; directly over the telephone, via our website at [www.sunsail.co.uk](http://www.sunsail.co.uk) ("Website") or through an approved travel agent. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

2.2 You will need to pay a deposit to us at the time of booking of 30% of the value of the booking. You may also be required to pay for any non-transferable and non-refundable items such as special air fares, Yacht Damage Waiver ("YDW") and any other applicable supplements due at the time of booking, for example, including without limitation "Accommodation Only" and "Late Bookings". Some airfares are booked at especially competitive rates to which airlines may attach severe restrictions. You may be asked to pay for these in full at the time of booking and they may be non-refundable in the event of cancellation. Details will be given at the time of booking.

2.3 We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 70 days before departure. To pay your final balance, amend your booking or discuss any other aspect of your charter booked directly with us, call our Holiday Planning team. When you book your charter through an approved agent, all communication between you and us will be made through that agent, as such please contact your agent in the first instance, as no changes can be made to your booking unless they are done through your agent.

2.4 If you book less than 70 days before departure, full payment (less any payment which must be paid locally) must be made on booking by credit or debit card. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit plus any other relevant charges.

2.5 We do not accept payment by personal cheque but will accept payment by a building society cheque or banker's draft. Please allow 5 working days for any cheque to clear.

2.6 If we accept your booking, we will issue a Booking Confirmation Invoice. Subject to section 2.7 below, a contract will exist between us from the date we issue the Booking Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your full payment of the holiday cost. When you receive the Booking Confirmation Invoice please 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 an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your travel documents. Travel documents will be sent or emailed to you approximately 14 days before your departure, and will not be issued unless payment of the due balance has been received in full. We cannot accept any liability for travel documents lost in the post. Departure documents may be in paper or email form depending on your chosen holiday. If requested in the Departure documents or locally provided information, you must reconfirm the reservations, timings and check-in details of your flight with the airline concerned at least 72 hours before departure. This applies to your outward flight and to your return flight. If you miss a flight or suffer any disruption as a result of not following our instructions as to reconfirmation we will have no liability to you.

2.7 We may not be able to confirm some of our ground / at sea arrangements straight away. In these instances we may issue a Booking Confirmation Invoice, however, the contract for arrangements that we have not been able to confirm will only be made when we have sent you written confirmation that those additional arrangements have been finalised. If there is any change to any of the details discussed at the initial time of booking (before we issued the initial Booking Confirmation Invoice), we will notify you promptly of these changes, including if there is any change to the price. If any of these changes are not acceptable then you will be entitled to cancel your booking and receive a full refund provided you notify us within 7 days of receiving details of the changes.

2.8 We may be able to advance register your charter request before the release of airline schedules and relevant yacht fleet. Requests that are made more than 11 months in advance are subject to flight availability and prices. When you make a request you will be asked to pay a holding fee, however, neither party is legally bound to a contract until the booking and prices are confirmed and either party can withdraw without penalty up until the booking is confirmed. Once the fleet, airline schedule and or committed flight program is confirmed you will be given a priority option to book and advised accordingly of the yacht, airline, flight times and day of departure. If your booking is confirmed as set out above, the holding fee will be transferred to a deposit. Should the final program not be suitable you can withdraw with a refund of the holding fee or you can move the holding fee to a deposit on an alternative charter with us with no amendment fee charged. A Confirmation Invoice will be issued once flights and or yacht has been confirmed.

2.9 Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your holiday price.

2.10 Your personal safety is of paramount importance to us and therefore 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 the trip.

2.11 It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advance Passenger Information. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure. For Thomson Airways flights you can do this by accessing <http://eapi.thomson.co.uk> or by calling 0844 871 1597. You will need your booking reference number, lead name's surname and date of departure to access the website. For flights with other airlines you must provide the information directly to the airline.

2.12 By making this booking you confirm that you and/or members of your crew/party are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale. As the Lead Name, you are responsible for ensuring you have the necessary documentation for the cruising area.

2.13 If you book via our website or have opted in other circumstances for us to contact you via email, we will communicate with you using the email address you have provided. For example, to provide your e-confirmation, e-ticket, e-cancellation, etc. We will assume that your email address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our call centre or in writing as required in these Booking Conditions. We always prefer to have telephone contact details for customers should we be in a position to need to contact them.

### **3. Prices, Surcharging, and Air Passenger Duty**

3.1 All guide prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. In the unlikely event of an administrative error leading to an incorrect price being displayed or quoted, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen charter holiday including the cost of any supplements, upgrades or additional facilities which you have requested. Prices quoted in this brochure are based on exchange rates published at the time of printing our brochures.

3.2 Changes in transportation costs, including without limitation the cost of fuel, dues, taxes, VAT or other sales tax or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge

of £10.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement charter from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your charter and receive a full refund, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your charter price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, but we will refund in full amounts exceeding such 2%, after deducting an administration charge of £1.00 per person. However, please 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.

3.3 In all cases, we will only consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

3.4 Dates and itineraries shown for tours/Flotillas are indicative only and subject to change.

3.5 Air Passenger Duty "APD", which is payable by all passengers departing from UK airports, is included in the price of all flight-inclusive holidays. The price of your holiday will include APD for an economy seat. If you upgrade to a premium cabin this will be included in the upgrade cost. A fuel supplement may be added to the price at the time of booking.

#### **4. If You Change or Cancel Your Charter**

4.1 If, after our Booking Confirmation has been issued, you (i) make a change to your existing booking or (ii) or wish to change to another charter or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing from the lead name. Where the booking confirmed is a Yacht Charter only (i.e. it is not flight inclusive or otherwise includes any other services or purchases from us) which is fully provided for by the Company, we will not charge you fees to amend your booking in the following circumstances:

- To correct an incorrect initial, first name, Surname or title
- To change your crew members (providing the lead name does not change) up to 70 days before departure

Should you wish to change any crew members within 70 days of departure, a change fee of £25 will be applied per change.

Should you wish to amend the Yacht Charter element of your holiday to an alternative date, outside of 70 days before the departure date, you will not be charged an administration change fee, but you will be charged the difference in the cost of the charter. Should you wish to change the Yacht Charter element of your holiday within 70 days of departure, an administration fee of £50 will be applied in addition to any difference in the cost of the holiday. For the avoidance of doubt, if the charter you change to is, at the time of amendment, cheaper than what you have paid for your original charter, no refund will be given. Please note that a maximum of 2 date amendments are allowed to be made to your original booking. After 2 changes this may be treated as a cancellation at our discretion. For any changes made within 14 days of departure then, in addition to the fees detailed above, you shall also forfeit any payments already made in respect of pre-purchased ancillary items (such as, for example, water toys, provisioning & beverages, skipper fees, crew fees and crew gratuities) and should you wish to acquire the same for your amended date you will have to re-purchase such items.

For absolute clarity and the avoidance of doubt the above amendment charges only apply to the Yacht Charter element of any bookings. Any flight-inclusive, or other package bookings, are subject to additional charges and, by way of example only, any amendments to any flights, or otherwise, will be subject to additional charges (such as, but not limited to, those detailed in 4.2 and 4.4 below). Should you have purchased anything other than a Yacht Charter only then the above provisions do not apply to any item which we, the Company, are not directly supplying.

4.2 In addition to the above, any alteration, whether a change to an existing booking or a change to another holiday or departure date will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. This relates in particular to any flight or other transportation change fees. If the holiday to which you transfer is more expensive than the one you originally booked, a further deposit may also be payable. For the avoidance of doubt, the Company will not be responsible for any parts of your holiday booked independently by you.

4.3 Subject to section 4.4, where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- a) you must notify us in writing at least 7 days before departure and give us authority to make the transfer; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your booking ("transferee"); and
- c) the transferee is acceptable to us, accepts the transfer and these Booking Conditions and fulfils any conditions that apply to the booking; and

d) the transferee confirms that they have their own travel insurance in place, as your policy cannot be transferred, and the premium cannot be refunded; and

e) payment is made by you of an administrative charge of a minimum of £35 per person plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the charter price and other associated expenses.

4.4 Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation. Accordingly you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket. Once airline tickets have been issued, all changes are likely to incur the cost of a new ticket.

4.5 When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recosted based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new confirmation invoice will be issued as appropriate on which the cancellation charge will be shown.

4.6 You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers you wish to cancel from the booking:

<b>Period before departure when written notice of cancellation is received by us</b>	<b>Cancellation charge as a % of total holiday cost (excluding any insurance premiums and any amendment fees already paid to us)</b>
More than 69 days	Loss of deposit
56-69 days (inclusive)	30% of total holiday cost*
36-55 days (inclusive)	50% of total holiday cost*
22-35 days (inclusive)	70% of total holiday cost*
11-21 days (inclusive)	90% of total holiday cost*
0-10 days (inclusive)	100% of total holiday cost*

\*Please note that for certain travel arrangements e.g. many scheduled transport providers, the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another holiday. If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets. Please note that certain costs may be refunded should you cancel the entire holiday (i.e. Yacht Damage Waiver, Yacht fuel supplement, Cruising taxes) before cancellation charges are applied

4.7 All communications relating to this contract (in particular any requests to cancel or amend your travel arrangements) must be from the Lead Name in writing and in English and sent by email to [aftersales@sunsail.com](mailto:aftersales@sunsail.com) (please call also to ensure your email has been received) or sent by recorded delivery post to After Sales, Sunsail, Travelopia Group, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH

## **5. If We Change or Cancel Your Charter Holiday**

5.1 We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

5.2 We plan the arrangements for your charter and associated arrangements many months in advance and may occasionally have to cancel your charter or make changes, most of which are minor. Flight timings and carriers shown in the brochure are for guidance only and are subject to change. Your Booking Confirmation will show the latest planned timings. Your actual flight timings will be shown on your travel documents (including any e-ticket itinerary) which you should check carefully as soon as you receive it. A change of carrier or type of aircraft, change of yacht to one of a similar size (within 2 foot) with the same number of cabins, change or route within a cruising area or change of base where the cruising areas remains the same or similar will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the holiday and may include: a significant change of destination, a change of yacht to one of significantly lower standard; a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK departure airport (excluding changes between

London airports). A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- (a) accepting the change, or
- (b) accepting a replacement charter holiday from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one, or
- (c) cancelling your charter holiday, in which case you shall receive a full refund of all monies paid.

5.3 We may also have to cancel your travel arrangements. Operation of some charters (e.g. 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. However we will not cancel less than 28 days before the scheduled departure date except for reasons of force majeure (as defined below), or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. If we are forced to cancel your booking after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Minimum number of yachts required for a flotilla to operate is 3.

Minimum number of students required for a sailing school to operate is 2.

5.4 Where we make a major change to or cancel your booking, except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked departure we tell you of a major change:

<b>Period before departure date when we notify you of a major change</b>	<b>Compensation payable per person*</b>
Before balance due date	Nil
Between balance due date and 29 days (inclusive) before departure date	£10.00
Between 28 days and 15 days (inclusive) before departure date	£20.00
Between 14 days and 8 days (inclusive) before departure date	£30.00
7 days or less before departure date	£40.00

5.5 This standard compensation payment will not affect your statutory or other legal rights. \*We will only make one compensation payment for each full-fare-paying adult in the booking. Any children not paying the full adult fare will receive compensation on a pro rata basis of the adult fare.

5.6 We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

5.7 Circumstances amounting to “force majeure” include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics illness and any other similar events.

5.8 Under European law (European Community Regulation (EC) No. 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your travel arrangement from us. Your right to a refund and/or compensation from us is set out in this section 5. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline

does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7453 6888 or at [www.caa.co.uk](http://www.caa.co.uk).

## **6. Our Liability, Conditions of Carriage and Limitations**

6.1 Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which 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.

6.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at SunSail, Travelopia Group, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH.

6.3 We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled, or related to any consequential loss not directly connected to the contract with us.

6.4 If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

6.5 If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can. We may help everyone on your booking up to a total cost of £5,000 as long as the following conditions are met:

- (a) you must ask us for such assistance within 30 days of the misadventure;
- (b) you must make a claim under your insurance policy's legal expenses or other appropriate section. You must show us proof that your insurance company has received your claim; and
- (c) in the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, you must repay us the costs actually incurred by us in giving this assistance.

6.6 We may operate holidays in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. The outline itineraries given for each holiday must be taken as an indication of what should be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.

6.7 In the event medical care becomes necessary on your holiday, you may be hours or days travel by water, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your vessel location, and that the medical facilities and attention available aboard the vessel are limited. Decisions are made by our staff based on a variety of perceptions and evaluations of the situation at hand. You understand and agree to abide by these decisions.

6.8 Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

#### **6.9 Flight Notice, Flight Information & EU Blacklist**

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of European Community Regulation (EC) No. 889/2002 or the Montreal Convention, and it does not form part of the contract between the carrier(s), us and you. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice.

**Air carrier liability for passengers & their baggage:** This information notice summarises the liability rules applied by European Community air carriers as required by European Community legislation and the Montreal Convention.

**Compensation in the case of death or injury:** There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

**Advance payments.** If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs .

**Passenger delays:** In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs .

**Baggage delays:** In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131SDRs.

**Destruction, loss or damage to baggage:** The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage:** A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

**Complaints on baggage:** If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

**Liability of contracting and actual carriers:** If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action:** Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information:** The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

6.10 In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban/>.

6.11 In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer if your booking includes flight(s). We do this by listing carriers to be used or likely to be used which are Monarch Airlines, Virgin Atlantic, Liat, Thomson Airways, Easyjet and British Airways. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard. Some flights may need to stop en route. If we know about this in advance we will tell you. Flight times shown in the brochure, on the website and on your booking confirmation are not guaranteed. Actual flight times are shown on your tickets. Flight times are local times based on the 24-hr system.  
6.12 Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must



advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a fitness to fly Certificate from your doctor.

## **7. Complaints**

7.1 If you have a complaint about your charter whilst away, you must immediately notify our local representative and the relevant supplier of the service and contact us in the UK if further action is required by us. If you are not happy with their action taken in response please follow this up within 35 days of your return from holiday by writing to Customer Relations, Sunsail, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH or emailing us at [customer.care@thlmarine.com](mailto:customer.care@thlmarine.com), giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have. **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](http://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](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved** If you prefer, you can take your complaint to the County Court or another suitable court. Information regarding complaints may be shared with other tour Companies.

## **8. Details of Insurance**

8.1 Adequate and valid travel insurance is mandatory for all clients while on one of our charters. 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 force majeure events. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers.

8.2 Please ask for details of the appropriate comprehensive policy we can offer to you to cover all activities included in our itineraries and the featured optional extras. Please note, however, that the policies we offer may not cover you for any activities you purchase that are not pre-booked nor featured in official Company literature. If you choose not to take out our insurance you are responsible for ensuring that you are in possession of travel insurance for the entire duration of your holiday in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements, you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your holiday.

8.3 Furthermore, if you make your own insurance arrangements, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. In the event that you fail to provide us with the correct details of your own insurance as soon as possible or at all, you will be liable to us for any loss we incur as a result of your breach of this condition and any such costs will be redeemable from you.

### **9. Yacht Damage Waiver & Security deposits**

9.1 For all charters featured by us, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase Yacht Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

9.2 In the event you or your party cause damage or loss to the vessel (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 gross negligence as defined below.

9.3 If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct 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 Yacht Damage Waiver. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, not being in control of the vessel by means within the control of the Skipper.

9.4 During the booking process you will be provided with the option of either purchasing Yacht Damage Waiver or paying a higher Security Deposit at the base as set out below. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

### **Option 1: Yacht Damage Waiver**

If you choose to purchase the Yacht Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Yacht Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between £500 and £750, depending on the size of your boat, as damage deposit upon arrival at the yacht base. The damage deposit will be taken prior to embarkation

and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

### Option 2: Security Deposit

If you choose to pay a Security Deposit only you will be asked to pay a sum of between £2250 and £4000, depending on the size of your boat, as Security Deposit upon arrival at the yacht base. The Security Deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

### YDW Daily Fee's and Security Deposits for Sail Boats (Monohulls & Catamarans)

<b>YDW Option 1: Pay a daily fee in advance &amp; reduce your Security Deposit at the Base</b>					
<b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base</b>					
Hull Type	Yacht Size (ft)	YDW Option 1	Security Deposit	YDW Option 2	Security Deposit
		GBP per day	YDW 1	GBP per day	YDW 2
Catamaran	30-41	39	500	0	2,250
	42-44	42	750	0	3,250
	45-50	44	750	0	3,250
	51-99	78	750	0	3,250
Monohull	30-34	26	500	0	2,250
	35-40	28	750	0	3,250
	41-49	30	750	0	3,250
	50-99	35	750	0	3,250

<b>Italy</b>					
<b>YDW Option 1: Pay a daily fee in advance &amp; reduce your Security Deposit at the Base</b>					
<b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base</b>					
Hull Type	Yacht Size (ft)	YDW Option 1	Security Deposit	YDW Option 2	Security Deposit
		GBP per day	YDW 1	GBP per day	YDW 2
Catamaran	30-41	39	540	0	2,385
	42-44	42	810	0	3,375
	45-50	44	1,080	0	4,230
	51-99	78	4,095	0	5,400
Monohull	30-34	26	540	0	2,385
	35-40	28	810	0	3,375
	41-51	30	1,080	0	4,230
	52-99	35	4,095	0	5,400

<b>Australia</b>					
<b>YDW Option 1: Pay a daily fee in advance &amp; reduce your Security Deposit at the Base</b>					
<b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base</b>					
Hull Type	Yacht Size (ft)	YDW Option 1	Security Deposit	YDW Option 2	Security Deposit
		GBP per day	YDW 1	GBP per day	YDW 2
Catamaran	30-40	35	500	0	2,250
	41-52	38	750	0	3,250
	53-57	43	1,000	0	4,000
	58+	74	3,790	0	7,575
Monohull	30-34	26	500	0	2,250
	35-40	28	750	0	3,250
	41-49	30	750	0	3,250
	50-99	35	750	0	3,250

**Under Option 1 only, should you book a Sunsail Flotilla holiday (fully arranged by the Company) or pre-book a Skipper, organised by the Company, the security deposit collected at the base will be half of what is displayed in the grids above.**

**Please note: Customers who have acquired their own Yacht Damage Waiver via a third party will be required to pay the excess amounts listed under Option 2 upon arrival at the base.**

9.5 The Security Deposit payable under Option 1 and Option 2 can be paid in cash, by debit card or credit card.

9.6 The Security Deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements.

***You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.***

9.7 On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, in the event that we are satisfied that there is no apparent damage to the yacht on its return from you, our base staff shall, where applicable, refund the relevant Security Deposit paid by you (please note that Option 1 pre-paid monies will not be refunded) to you as soon as reasonably possible.

9.8 In the event that we determine that accidental damage or loss was caused to the yacht and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result up to the value of the security deposit left at the base. In the event that we determine that damage or loss was caused to the yacht and/or its contents during the period of your arrangements as a result of your gross negligence 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 damage deposit paid by you to repair any damage caused to the yacht or its contents 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.

9.9 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 gross negligence or reckless conduct and in these circumstances you will remain liable to us for the balance of any such losses or damages incurred by us over and above the sum of the damage deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements is less than the relevant damage deposit/Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you 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 by you until the matter is resolved. **Please note that if loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the damage deposit we reserve the right to pursue a claim against you for the full extent of our loss.**

9.10 For the avoidance of doubt, where we make any refund to you of the relevant damage deposit paid by you, any Yacht Damage Waiver fees also paid by you will not be refunded.

9.11 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 or debit card in addition to the relevant Yacht Damage Waiver. All clients planning to participate in a sailing regatta are required to obtain prior consent from us. Please call the sales team for more details of the individual Regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

## **10. Visa, Health, Passport, Travel Documentation**

10.1 It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking, particularly for late bookings. Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or the British Foreign and Commonwealth Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We

cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

10.2 Please note that for some trips we need to request special permits, and as such we will require your passport details prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

10.3 We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

10.4 When assessing whether holidays will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office 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 <https://www.sunsail.co.uk/travel-aware> and the government websites at [www.gov.uk/travelaware](http://www.gov.uk/travelaware) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) for your destination country(ies).

10.5 When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant.

## **11. Privacy Policy**

11.1 Our Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our Website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf

### **INFORMATION ABOUT YOU**

#### **Your Information**

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you.

We will update your information whenever we can to keep it current, accurate and complete.

#### **Our Use of Your Information**

(1) For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

(2) We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk

assessment/management, security, fraud and crime prevention/ detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to exchange **relevant** information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

#### Marketing Material

(1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this. (2) We will assume you agree to e-communications when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

(3) You may indicate your preference regarding receiving third party marketing material and contact. If you agree, you will establish new relationships with these third parties and deal with them directly.

(4) If do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

#### Your Rights

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of relevant brands, please send us your request.

Please write to us at Legal, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD.

#### Foreign Controls

Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

#### USE OF TOOLS/"COOKIES" AND LINKS TO OTHER WEBSITES

If our contact and dealing with you is via our website(s), or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, how to disable them or to change your preference and more, please refer to the information provided on our website(s). other e-platforms may have different options and instructions. **By using our website(s), you consent to our use of cookies.**

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

#### MONITORING

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

#### SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

#### CHANGES TO THIS POLICY

Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

#### 11.2 DATA NOTICES

**Customer Data:** To provide your holiday and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

**Caricom API Data:** Please note that some or all of the Caricom states listed below have entered into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states listed as follows: Anguilla, Antigua and Barbuda, The Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saint

Lucia, St Kitts and Nevis, St Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands. Collectively members or associate members of 'Caricom'. The UK Information Commissioner's Office has accepted that this will not breach the Data Protection Act but that we are required to bring this to your attention.

**US Secure flight Data:** The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at [www.tsa.gov](http://www.tsa.gov).

11.3 At the time of booking your charter holiday you are required to provide us with all the information to conform with the API scheme levied by the airlines. Names provided by you will be used to issue your flight travel documentation and must match exactly as it's shown on your passport. Failure to do so may result in a member of your party being refused for travel. API is also required to conform with local port police regulations in order to issue charter license papers required as part of embarkation process. Failure to do so may result in a delay upon arrival and embarkation process and boarding refused.

11.4 Any likeness or image of you secured or taken on any of our holidays may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

## **12. Behaviour and Yacht Operation**

12.1 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 any other traveller or our staff or agents in the UK or abroad in any risk or danger, on the telephone, in writing or in person.

12.2. When sailing a Yacht you are obliged to have at least 2 persons on board at all times who must both be 18 years old or over and the skipper must be in charge of the yacht at all times. Should you wish to have only the skipper and someone under the age of 18 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.

12.3 We cannot be held responsible for under age consumption of alcohol.

12.4 On board **some** of our yachts the Company will provide a complimentary Skipper for the first 3 hours of the charter to ensure the Lead Charterer is competent.

12.5 Animals, restricted items and illegal goods will not be permitted on board.

12.6 If the Captain of your flight, skipper of your yacht or any of our marina staff or agents believes that you could be disruptive 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 a boat or aircraft, or remove you from your accommodation or excursion.

12.7 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).

12.8 If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 4). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

12.9 If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) 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 the aircraft for the purpose of removing you from the aircraft. Criminal proceedings may also be instigated.

12.10 Upon termination for any reason detailed in this clause 12 then our responsibility for your holiday ceases and we shall not be liable for any extra costs incurred by you.

12.11 For the purposes of this section reference to "you" or "your" includes any other person in your party.

### **13. Your Yacht accommodation**

13.1 Any yacht or other accommodation we arrange for you must only be used by those people named on your Confirmation Invoice or on latest Amendment Invoice issued). You are not allowed to share the yacht or let anyone else stay on board. You are responsible for the cost of any damage caused to your yacht or its contents during your stay. These charges must be met by you and may have to be paid locally.

### **14. Special Requests**

14.1 We will consider special requests such as vegetarian meals, airline seats when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfilment of a particular request.

### **15. Participation Requirements**

15.1 All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen charter as described in this brochure.

15.2 Unaccompanied passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age of unaccompanied travel is 16 years of age on the date of departure.

15.3 Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the charter. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the charter in which case all monies paid will be forfeit.

15.4 Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of their disability, age or a temporary injury.

### **16. Law & Jurisdiction**

16.1 If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.