

## SUNSAIL AND THE MOORINGS UK – BOOKING TERMS AND CONDITIONS

Please read these booking 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 our confirmation invoice. 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 we provide protection for your money as set out in clause 2 below.

Adequate and valid travel insurance is compulsory for all our travellers 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 read the full terms below for more information and for other important rights and obligations.

### **1. Our details**

Your booking is with Mariner International Travel (UK) Limited t/a Sunsail and/or The Moorings with registered number at 1239190 if travelling to any of our overseas worldwide destinations, registered address at 2nd Floor, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD (“we”, “us”, the “Company” or “our”).

### **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.

### **2. Protecting your money**

- a. The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. 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.

- b. For flight-based holidays this is through our Air Travel Organiser's Licence number 0987 issued by the CAA of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). 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. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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).
- c. If we are unable to provide the services 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 claims 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.
- d. The price of any flight-inclusive 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
- e. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk).

### **3. Your holiday booking**

- a. A booking will exist as soon as we issue our confirmation invoice (the "Booking Confirmation"). This booking is made on the terms of these booking conditions. The person making the booking (the "lead name") 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 the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your holiday arrangements
- b. Whether you book alone or as a group, and save for as stated herein 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. Notwithstanding the foregoing, in order to ensure all guests are aware of important information regard your Yacht Charter (such as, but not limited to, chart briefings and 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 other guests on your booking and update us immediately should any guest details change. In so doing, you must confirm that you have obtained the guests' express permission to provide us their contact details. We confirm their details will be used in accordance with our privacy policy which can be found at <https://www.sunsail.co.uk/choosing-sunsail/legals/privacy> and <https://www.moorings.co.uk/privacy>
- c. When you receive the Booking Confirmation and your departure documents 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 ticket. If there is an obvious error on the Confirmation Invoice, 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 Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. Travel documents will be sent or emailed to you (to the address given to us by the lead name 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 in full.

- d. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances we may issue a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. 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 total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.
- e. For those holidays where an additional local payment is required this will be confirmed to you. A local payment is a portion of the holiday cost which must be paid directly to the local representative as instructed. If the price of your holiday includes a local payment this must be paid in the currency specified. Please note that your holiday price will not be considered to have been paid in full until the local payment has been made. 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.
- f. 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. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact us by email at [yacht-charter@sunsail.co.uk](mailto:yacht-charter@sunsail.co.uk) (for Sunsail branded bookings) or [yacht-charter@moorings.co.uk](mailto:yacht-charter@moorings.co.uk) (for The Moorings branded bookings) to discuss any such requirements.
- g. For certain trips 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) or Advanced Passenger Information, sometimes known as APIS. 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.
- h. 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, which can be found here [www.sunsail.co.uk/sailing-holiday/sailing-levels-explained](http://www.sunsail.co.uk/sailing-holiday/sailing-levels-explained) (for Sunsail branded bookings) or [www.moorings.co.uk/yacht-charter/requirements](http://www.moorings.co.uk/yacht-charter/requirements) (for The Moorings branded bookings). 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. 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 <https://www.rya.org.uk/e-news/inbrief/man-over-board-and-recovery>
- i. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). 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. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any supplements, upgrades or additional facilities which you have requested.

- j. 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.
- k. 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 recalculated 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 Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.
- l. Where fuel is purchased as an added extra then you will be provided with a full tank of fuel with your Yacht. Please note this sum is non-refundable and even if you have fuel remaining at the end of your charter, no refund will be given. 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.

#### **4. Paying for Your Holiday and Insurance**

- a. When you make your booking you must pay a deposit of 50% of the holiday cost. The balance of the price of your travel arrangements must be paid at least 90 days prior to your departure date. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. A failure to pay the balance on time shall be treated as a cancellation by you in which case the cancellation charges stated in clause 6 will apply .
- b. You may also be required to pay for any non-transferable and non-refundable items such as special air fares, Yacht Damage Waiver (“YDW”), entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.
- c. We do not accept payment by personal or building society cheques.
- d. Adequate and valid travel insurance for your chosen itinerary 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. 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 force majeure events. You are required to carry proof of insurance with you.

#### **5. Yacht Damage Waiver & Security Deposits**

- a. 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.
- b. 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 negligence as defined below.
- c. 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 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 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.
- d. 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 £3,790, 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 £2,250 and £9,010, 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 Fees and Security Deposits for Sail Boats (Monohulls & Catamarans) in all locations except Italy and Australia (see below)**

<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	47	500	0	3,005
	42-44	51	750	0	3,880
	45-49	53	750	0	5,080
	50-99*	68	750	0	7,205
Monohull	30-34	31	500	0	2,400
	35-39	34	750	0	3,235
	40-49	36	750	0	3,465
	50-99	42	750	0	4,045
Power	30-41	47	1,000	0	3,005
	42-44	51	1,500	0	3,880
	45-51	53	1,500	0	5,080
	52-60	68	2,000	0	6,500

\*5800 catamaran Security Deposits: £3,790 / £9,010

<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	49	555	0	3,135
	42-44	53	835	0	4,020
	45-50	56	835	0	5,340
Monohull	30-34	32	555	0	2,480

	35-39	35	835	0	3,420
	40-49	38	835	0	3,630
	50-99	44	835	0	4,275

Australia					
YDW Option 1: Pay a daily fee in advance & reduce your Security Deposit at the Base					
YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base					
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 pre-book a Skipper, organised by the Company or take a flotilla holiday, 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.**

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

- g. 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.
- h. 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 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.

- i. Regardless of the circumstances, if the damage caused by you or your party renders, in the Company's opinion, the Yacht no longer fit for charter use then we will withdraw the Yacht. In such circumstances you will not be offered a replacement Yacht; alternative accommodation or any form of compensation or refund whatsoever.
- j. 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 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 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.**
- k. 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.
- l. 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.
- m. **THE 4 HOUR COMMITMENT.** Subject to the following terms, the Company shall use its best endeavours to ensure that if a breakdown of essential equipment occurs during your charter, we will attend to the Yacht within four working hours (judged as the opening hours of the bases reception) of notification or. The following terms apply to this commitment and further information can be found <https://www.moorings.co.uk/4-hour-guarantee> or <https://www.sunsail.co.uk/choosing-sunsail/sunsail-guarantee>
  - i. the yacht must be within a twenty mile radius of the Company's base;
  - ii. there is no guarantee at all at the Exuma base and the franchise bases in Italy, Key West, Tonga, Whitsundays and Martinique.
  - iii. you must provide a detailed list of the issues at the time of the initial notification;
  - iv. 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).
  - v. 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*

## 6. If You Cancel Your Holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name 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 as follows (see also the exception below):

Period before departure when written notice of cancellation is received by us	Cancellation charge as a % of total holiday cost (excluding any insurance premiums and any amendment fees already paid to us)
More than 90 days	Loss of deposit – 50% of total holiday cost*
42 - 89 days (inclusive)	75% of total holiday cost*
41- 0 days (inclusive)	100% of total holiday cost*

Notes (i) Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid; (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) certain travel arrangements may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed and (iv) should your booking include charters from our Sailitalia partner bases in Procida, Portorosa, and Cannigione then, notwithstanding clause 7 below, destination changes are not permitted in these locations and will be treated as a cancellation and cancellation terms will apply. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign, Commonwealth and Development Office.

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” include but are not limited to: war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), the inability of airline(s) to operate flights as a result of the United Kingdom’s decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace), epidemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), UK Foreign, Commonwealth and Development Office advising against travel to a particular destination and significant building work taking place outside of your accommodation (such as resort development).

### **7. If You Change Your Booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration (including those charged by third party suppliers who provide the component parts of your booking). You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this 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 airlines and other transport providers 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.



Should you wish to amend the Yacht Charter element of your holiday to an alternative date, outside of 90 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 90 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 one amendment is allowed to be made to your original booking. Any further amendment to the date will be treated as a cancellation and the provisions of paragraph 6 will apply. Please note that, notwithstanding the above, any cancellation charges due pursuant to paragraph 6 above will always be judged against your original departure date and not the amended date.

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.

Please note that destination changes are not permitted in any circumstance. Any change in destination (whether base or country) will be treated as a cancellation. In addition, should your booking include charters from our Sailitalia partner bases then date changes will also be treated the same as a cancellation. The cancellation provisions of paragraph 6 will apply in such circumstances.

### **8. If We Cancel Your Booking**

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 5), or failure by you to pay the final balance or because minimum numbers required for the package to go ahead hasn't been reached. 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.

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.

The time limit for cancellation for such failure to reach minimum numbers shall not be later than:

- (a) 20 days before the start of the package in the case of trips lasting more than 6 days.
- (b) 7 days before the start of the package in the case of trips lasting between 2 and 6 days
- (c) 48 hours before the start of the package in the case of trips lasting less than 2 days.]

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 of a lower value).

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 5).

<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

This table does not preclude you claiming more if you are legally entitled to do so

## **9. If We Change Your Booking**

### **(a) Changes to the price**

We can change your holiday price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, 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 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 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. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change 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: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

### **(b) Changes other than the price**

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 alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- I. We will contact you and 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 timescale given your booking may be cancelled.
- II. If you choose to accept a refund:
  - a. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

- b. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<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

## **10. Our Liability to You**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with these booking conditions, or are improperly performed, by us or the travel service 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

- (i) you or another member of your party;
- (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable;
- (iii) unavoidable and extraordinary circumstances (as defined in clause 5).
- (iv) If you or another member of your party is found to have put themselves at risk, been negligent, been under the influence of alcohol or any other substances or behaved in a reckless manner; and/or
- (v) The criminal acts of suppliers and/or their employees, sub-contractors or agents

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

- a) You agree that any transport company's (or other 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 these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight; and

b) 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.

You can ask for copies of the travel service contractual terms, or the international conventions, from Mariner International Travel (UK) Limited, DST House, St Marks Hill, Surbiton, Surrey, KT6 4BH. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

In accordance with EU Directive (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 who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm). In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of confirmation. Where we are only able to inform you of the likely carrier(s) at the time of confirmation, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of 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 start of your holiday.

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.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday for which liability rests with the excursion provider and not us.

### **11. Special Requests**

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

### **12. ABTA**

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](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) or contacting ABTA at 30 Park Street London SE1 9EQ. 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 notifying us of your complaint; it will not determine how your complaint should be resolved.

### **13. Complaints and Assistance**

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 without undue delay who will endeavour to put things right. We will provide our local representatives 24 hour contact details upon your arrival to the base.

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, 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 other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort 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 10 above on ABTA.

### **14. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular 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 we incur, if the difficulty is your fault.

### **15. Passport, Visa, Health, Travel and Immigration Requirements**

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.

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.

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 2 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.

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 branded bookings) or [www.moorings.co.uk/travel-aware](http://www.moorings.co.uk/travel-aware) (Moorings branded bookings) 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.

Without prejudice to the above please bear in mind it is your responsibility to understand entry requirements for the destination. We are obligated to follow local laws and regulations, as are you, and such local laws and

regulations may include, but not be limited to, requiring you to self-isolate on-board the Yacht should you develop any symptoms of COVID-19. Please check the FCDO for particular requirements for your destination – these could change at any time and without notice. Should you be required to self-isolate on the Yacht then you will be liable to us for the ongoing charter of the Yacht at the same daily rate of your confirmed booking and any other costs we incur in accommodating you beyond the date of your booking

## **16. Conduct**

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 resort in any risk or danger, on the telephone, in writing or in person.

If the Captain of your flight or the skipper of your yacht or any of our resort or 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 ship or aircraft, or remove you from your accommodation or excursion.

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.

We cannot be held responsible for underage consumption of alcohol.

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. For The Moorings 5800 as a Bareboat charter, you must ensure you have a minimum of 2 competent Skippers throughout the charter.

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

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).

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 5). 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.

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.

As a result of your behaviour during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, 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 the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

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

## **17. Data Protection**

We will use and process your data in accordance with our privacy policy which can be found here <https://www.sunsail.co.uk/choosing-sunsail/legals/privacy> (for Sunsail bookings) or <https://www.moorings.co.uk/privacy> (for The Moorings bookings)

## **18. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package 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.

## **19. Your Yacht accommodation**

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.

## **20. Travel Agents**

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

## **21. Law and jurisdiction**

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.