

## Terms & Conditions

**1 Your Contract:** The contract is between Escape Yachting Limited 'the Company' and all persons (or any of them) named on the booking form. All contracts and matters arising from them are subject to English Law and the exclusive jurisdiction of the English Courts.

**2 Booking and Deposit:** To make your booking we require a completed booking form and a non-refundable deposit of 50% of the price of the trip. When the booking is made less than 56 days before the start of the trip or for a trip valued at under £150 per person, payment for the full balance is required at the time of booking. The person who completes the booking form accepts responsibility for payment for all the persons named on the booking form and is responsible for keeping all party members informed as to the booking details. A contract is made when we accept your booking and send you our email confirmation. The Company reserves the right to decline any booking at their discretion.

**3 Balance of Payment:** We hold your deposit towards the full cost of the trip. The outstanding balance is due 56 days before the start of the trip. If you do not pay the full cost within the time specified the Company reserves the right to cancel the booking and cancellation charges will apply as set out in paragraph 6.

**4 Our Prices:** Prices are believed to be correct at the time of publication. We reserve the right to change prices from time to time. Accordingly it is possible that when you book your trip the actual price may have gone up or down. If the price of your trip has changed, the correct price will be confirmed at the time of booking. We reserve the right to amend any information, including prices at any time prior to the price being confirmed in the booking confirmation. **Included in our price:** your place aboard the yacht for the duration of the trip; all meals provided on board (if booked); all yacht related costs including fuel and mooring charges; yacht insurance to cover any major damage to the yacht or its equipment; use of safety equipment. **Not included in our price:** transfers to or from the points of embarkation and disembarkation from the yacht; trips, excursions and related costs, such as food and drink or accommodation ashore, arranged by you or by the Company or its agents; personal use of yacht communications; personal travel insurance; visas, vaccinations, passport and other incidental charges (as applicable).

**5 Payment Methods: Debit and Credit Cards:** You may pay online using a debit or credit card. **Bank Transfer:** Please contact us for details for use with direct bank transfer or cheque payment.

**6 Cancellation or alteration by you:** If you wish to alter your booking at any point prior to departure, we shall endeavour to make the necessary changes but cannot guarantee to do so. We must receive your request by email as soon as possible. All requests for cancellation or alteration are subject to the following terms: a) You may transfer your booking to another person. The request must be accompanied by full booking details in the name of the person to whom the trip will be transferred. The Company reserves the right to decline any request for transfer at its discretion; b) Subject to availability and by written request, you may transfer from your booked trip to another trip offered by the Company, at any time prior to 56 days before the start of the trip. An administration fee of £25 per person will be charged. If a request is made less than 56 days prior to the start of a trip this is at the Company's discretion and the Company are not obliged to meet this request. If there is a difference in price between the original booked trip and the trip you transfer to, you must pay any increase and the Company will refund any decrease (less the administration fee); c) Cancellation of a booking must be notified to the Company in writing and the effective date of cancellation is the date that the Company receives such notification. If you serve notice of cancellation or fail to pay at the specified times the amounts specified in the invoice, you will be liable to pay cancellation charges. The cancellation charges are: more than 56 days: 50% of trip cost; less than 56 days: 100% of trip cost.

**7 Cancellation or alteration by the Company:** The arrangements for our trips are made many months in advance and are always weather dependent. It is sometimes inevitable that changes may become necessary. The Company reserves the right to change or cancel a trip at any time for any reason. When a trip may not meet its minimum number of guests you will be required to move to an alternative date. In the event that we are unable to provide the booked trip arrangements and have to change them prior to the start of the trip, you will be given the choice of accepting the change or terminating your booking. If you choose to terminate your booking you will be given the choice of choosing an alternative trip or receiving a full refund of the money you have paid. The Company will make reasonable efforts to keep you informed of any such changes. Force Majeure: No Compensation will be paid, and no liability beyond offering the above mentioned choices, can be accepted where we are forced to make a change as a result of unusual or unforeseen circumstances beyond our control, the consequences of which we could not have avoided given all due care (including but not limited to outbreak of hostilities, civil commotion, riot, riotous assembly, storm, hurricane, gales, lack of wind, tempest and acts of God) or for cancellation of a trip for purposes of consolidation with another trip.

**8 Limitation of liability:** a) The Company will accept liability for negligence of

its staff causing your bodily injury or death only to the extent that it is obliged to under English law. The Company shall not (subject to any statutory requirement to the contrary) be liable for any injury, death, loss or damage caused by other passengers, nor will it be liable for any uninsured losses of your property, nor for any illness, injury or death sustained during any trip. b) You shall not be entitled to any refund or compensation in the event of withdrawing during your trip, due to health, personal or other reason. If you withdraw prior to the trip the cancellation charges shall apply. c) No responsibility can be accepted for variations in standards of services or facilities generally which occur after the issue of the Company's programme or due to causes beyond the Company's control.

**9 Excursions and Activities:** We may provide you with information about activities and excursions that are available in the area you are visiting. We have no involvement in any such excursions or activities, which are neither run, supervised nor controlled in any way by us. They are provided by local third parties who are entirely independent of us. They do not form part of any contract with us even when we suggest particular excursions or operators or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions.

**10 Authority:** You agree to accept the authority, decisions and instructions of the Company's employees, skippers and crew during your trip. At all times the decision of the skipper will be final on all matters. You must adhere to instructions issued to you by the skipper. Although the skipper will try to meet any reasonable request to visit specific places, there is no guarantee and the route taken is entirely at the discretion of the skipper. If the skipper decides that the yacht shall not sail at any time, or should return after departure, due to the nature of the weather or to a defect of the yacht or its equipment or the indisposition of any crewmember or passenger, the skipper's decision will be final. If you commit an illegal act or disregard the cultural customs in any country visited, you may be excluded from the trip and the Company shall have no responsibility to or for you or for cost of repatriation. In addition, should you interfere with the wellbeing of the crew or other passengers, through disruptive or difficult behaviour, the skipper has full authority to dismiss you from the yacht. In such an event you will have no recourse to any refund.

**11 Flexibility:** Escape Yachting's sailing trips are of an adventurous nature. You must appreciate and acknowledge that your trip requires considerable flexibility. The outline itinerary, including routes, schedules and other parts of the trip will be subject to factors beyond our control, occurring at short notice, such as local and/or national circumstances or events, indisposition of the skipper and/or crew, defects in the yacht or its equipment, entry or customs difficulties, climatic and other unpredictable or unforeseeable circumstances.

**12 Health and Travel requirements:** a) Sailing can be a dangerous activity and requires an average level of fitness and good health. It is your responsibility to ensure that you obtain proper and detailed medical advice. Clients with existing medical problems and pregnant women should check with their GP. Sufferers of diabetes, multiple sclerosis, epilepsy, claustrophobia or depression should make this known to the Company at the time of booking. b) Travel insurance cover is mandatory for bookings for trips outside the UK. In case of a medical problem arising during the voyage, either onboard or onshore, which results in medical expense including but not limited to costs for evacuation with use of aircraft and repatriation, the responsibility for payment of these costs belongs solely to the individual concerned. The Company requires that you ensure that such eventualities are covered by travel insurance for every member of your party. If for any reason an incident is not covered by travel insurance the responsibility still remains with you and the Company specifically declines any responsibility whatsoever. Be aware that a normal travel policy may not cover you for some geographical areas and there may be exclusions for what they describe as 'hazardous sports,' which may include sailing (especially in remote areas). Unless this is crystal clear with your own insurance company or with a policy you take out, please contact us and we will be happy to assist. Evidence of your policy is required and may be requested. c) It is the responsibility of each traveller to ensure they have a valid passport and visa(s) and any inoculations and vaccinations and certificates which may be necessary.

**14 Complaints:** If you have a complaint against the Company, you must first inform the skipper or any other Company representative present during your trip, so that action can be taken to remedy the problem. If you are not satisfied with the response you should notify the Company in writing within 21 days of the end of your trip.