

## **SUNSAIL – BOOKING TERMS AND CONDITIONS.**

### **APPLICABLE TO UK SAILING SCHOOL BOOKINGS ONLY**

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

All sailing school products advertised in our brochures and on our website are operated by Sunsail Worldwide Sailing Limited (Company Number: 1658245) (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**

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

- 1.1 The Package Travel, Package Charters and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package charters booked from us and for your repatriation in the event of our insolvency.
- 1.2 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).
- 1.3 If you book arrangements other than a package charter, the financial protection referred to above does not apply.
- 1.4 We are a Member of ABTA, with Sunsail Worldwide Sailing Limited holding membership number Y4343
- 1.5 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 and any other applicable supplements due at the time of booking.
- 2.3 We will then invoice you for the remainder of the cost due before your booking is due to start, 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 sales 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. 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 cost. When you receive the Booking Confirmation Invoice please check the details carefully.
- 2.7 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.

2.8 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.

### **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 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.

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

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 course or change the course start date, we will try to make the changes subject to availability, provided that notification is received in writing from the lead name. 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 course 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 course. Should you wish to change the course within 70 days of departure, an administration fee of £50 will be applied in addition to any difference in the cost. For the avoidance of doubt, if the course you change to is, at the time of amendment, cheaper than what you have paid for your original course, 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, waterproof hire) 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 ~Sunsail sailing course element of any bookings. Should you have purchased anything other than a sailing course 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 course 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. If the course 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 course 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 course price and other associated expenses.

4.4 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:

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

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 course.

4.5 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 [sailing.schools@sunsail.com](mailto:sailing.schools@sunsail.com) (please call also to ensure your email has been received) or sent by recorded delivery post to Sunsail UK Sailing Schools, Lock Approach, Port Solent Marina, Portsmouth, Hampshire, PO6 4TJ

4.6 If for whatever reason a client decides to leave a course, at whatever stage, Sunsail will not be liable to pay any compensation or refund any portion of the course fees nor will any costs incurred in travel or accommodation be the responsibility of Sunsail.

#### 5. If We Change or Cancel Your Course

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 endeavor to advise you of any changes known at the time of booking.

5.2 We plan the arrangements for your course and associated arrangements many months in advance and may occasionally have to cancel your course or make changes, most of which are minor. A change of yacht, 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 charter and may include: a significant change of destination, a change of yacht to one of significantly lower standard. 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 course 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 course, 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 trips is 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 14 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.

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:

Period before departure date when we notify you of a major change	Compensation payable per person*
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
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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 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.

## 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 charter, 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 trip may involve. The suppliers of the services and facilities included in your charter 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 booking. 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 charter 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 charter 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 charter 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 charter. 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.

6.6 The outline itineraries given for each charter 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 political conditions, mechanical breakdown, weather, 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 charter, you may be hours or days travel by water, or other non-vehicular transportation from any medical facility. 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 agrees 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.

## **7. Complaints**

7.1 If you have a complaint about your sailing course whilst away, you must immediately notify your instructor and contact our Chief Instructor Karen Rawson on email - [karen.rawson@sunsail.com](mailto:karen.rawson@sunsail.com) if further action is required. If you are not happy with their action taken in response please follow this up within 35 days of your return from course by writing to Sunsail UK Sailing Schools, Lock Approach, Port Solent Marina, Portsmouth, Hampshire, PO6 4TJ or by emailing us at [sailing.schools@sunsail.com](mailto:sailing.schools@sunsail.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). 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.

## **10. Health Travel Documentation**

10.1 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.

10.2 When assessing whether charters 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).

## **11. Privacy Policy**

Mariner International Travel (UK) Limited trading as 'Sunsail' is part of the Travelopia group of companies (<https://www.travelopia.com/>). Here at Sunsail we understand the concerns about how data may be stored, sent and used by companies. We are committed to complying with all data protection laws and want you to feel confident in the measures we are taking to uphold your data privacy rights.

This privacy policy explains how we, Sunsail collect and use your personal information. In it we explain the types of information we collect, how we collect it, what we use it for and who we may share your personal information with. We also let you know what rights you have over your information.

How to navigate this document

Privacy policies don't need to be confusing and we don't think you should have to read through lots of complicated paragraphs to understand how we handle your data. For this reason we have created our [Privacy Policy Quick Guide](#).

## What information might we collect about you?

We do our best to keep the information we collect about you to the minimum necessary.

The information we collect on how you interact with Sunsail. For example, if you're booking a charter or tour with us we are likely to ask for more information than if you're only requesting a brochure or browsing our website. We may collect, use, store and transfer different kinds of personal information about you, which we have summarised below.

**Details about you:** Your first and last name, marital status, title, gender, email address, telephone number, date of birth, loyalty membership details, your reasons for travel, meal and other travel preferences or dietary requirements.

**Payment details:** Your bank details and payment card details when making a booking with us. Details about payments to and from you and other details of products and services you have purchased from us.

**Identification documents:** If you are travelling on a route requiring advance passenger information, your passport or identity card details including your passport number, the country in which your passport was issued and the expiry date.

**Details about your booking with us:** Details such as where you are flying from and to, your booking information (including anyone else on the booking), any onward travel details if relevant, details of experiences or excursions booked through us, baggage requirements, upgrade information, lounge visits, seat preferences, meal preferences or requirements, details of any special assistances required and any other relevant information so that we can provide you with the travel or other service you have arranged with us.

**Details from your interactions with us:** Information about interactions or conversations with us and our staff, including when you make enquiries, comments, complaints or submit feedback to us. This could also include username and password and your interests, marketing preferences and survey responses.

**Your use of our systems and services:** This includes how you use our site, app, retail stores, call centres and/or social media pages, IP addresses and information you may post on social media.

**Job applications:** If you apply for a job with us, your CV, work history, educational details and the role you are applying for.

**Special types of data:** In certain circumstances we may need to collect information from you that is deemed sensitive. For example, we might collect:

- Data about your health. Knowing your dietary requirements and any medical conditions you have will ensure that the trip is suitable for you and any necessary adjustments are made.
- Information about your religion (for example if you specify a meal preference that indicates a particular religion, such as a kosher or halal meal).

We aim to keep sensitive personal data collection to a minimum necessary. Unless we have a specific lawful reason to use this information, we will always ask for your consent before we collect it.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

How do we collect your information and why?

Depending upon your interactions with us, we might collect information in the following ways:

**Direct Interactions:** You may give us your identity, contact and financial data by filling in forms or by corresponding with us by post, phone and email or otherwise. This includes personal data you provided when you:

- book or search for a charter or other service (such as a flight, cruise, hotel lounge access, transportation or special assistance) via one of our websites, any apps we use, retail stores, our call centre;
- fill in part of the booking information on our site but do not complete the booking;
- request a brochure, sign up to receive email updates, participate in any of our competitions, promotions (for example via any social media channels, email or our site), surveys or market research;
- create an account on our website and enter information onto online forms;
- provide us with information about an accident, illness or incident that occurred or other related feedback;
- apply for a job with us by email or via the site;
- contact us via our call centres, press office, social media, post, email or instant messenger. Our interactions with you may be recorded and monitored for the purposes of improving customer service, quality assurance, training, security and general business purposes; or
- attend any of our events.

### Automated technologies or interactions

If you interact with our website, we may automatically collect technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please see our [Cookie Policy](#) for further details.

### Third parties or publicly available sources

We may receive personal data about you from various third parties as set out below:

- airlines, hotel providers or other parties we work with if you make a complaint to them;
- analytics providers

What do we use your information for?

Under data protection laws we are allowed to use personal information only if we have a proper reason to do so such as:

- to fulfil a contract we have with you or;
- when it is our legal duty or;
- when it is in our legitimate interest (or those of a third party) and your interests and fundamental rights do not override those interested; or
- when you consent to it

We do not generally rely upon consent as a legal basis for processing your personal data other than in relation to sending our own or third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by [contacting us](#).

We have set out below a description of all the ways we plan to use your personal data, and the legal bases we rely on to do so. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

- **To manage your booking with us.** We will use your information to provide you with any travel or event services that you request or purchase. This entails booking your flights, accommodations/yacht charter, organising tours, transportation and car hire and providing you with your tickets (on the basis of performing our contract with you) and providing you with any special assistance you require (where you give us your consent).
- **To contact you with information about your bookings and support services.** We will use your contact details to send you communications which relate to your booking or services you have requested. The types of information usually included would be: emails responding to enquiries, providing you with tickets, alerting you to changes in itineraries or responding to any complaints you have. We do this in order to fulfil our contract with you and on the basis of our legitimate business interest of providing you with customer service.
- **To provide assistance with online bookings.** We may collect information when you enter it into forms on our websites but do not complete your booking. We do so in order to offer assistance in case you are experiencing difficulties using our websites.
- **To enable you to partake in a prize draw, competition or complete a survey.** We do this to perform our contract with you or for our legitimate events of studying how customers use our services, develop them and grow our business.
- **To send you marketing communications.** We will use your information to contact you in order to keep you up to date with the latest news, offers, events, sales, brochures, promotions and competitions that we consider may be of interest or relevant to you. We will only do this when we have your consent to do so or on the basis of our legitimate interest to provide you with customer service. Please see the [Marketing](#) section below for more information.
- **To personalise your customer experience and improve our service.** We use your information to provide you with a more personalised service. This might include personalising the communications we send to you with preferences, sending you only advertising that we think you might like and/or enhancing your charter experience (on the basis of our legitimate interests to present you with the right kinds of products and services). We may also record and/or monitor calls in order to improve our customer service.
- **To ensure security and protect our business interests.** In certain circumstances, we use your information to ensure the security of our services, buildings, and people, including to protect against, investigate and deter fraud, unauthorised or illegal activities, systems testing, maintenance and development (on the basis of our legitimate interests to operate a safe and lawful business or where we have a legal obligation to do so);
- **To process your job applications.** We will use your information to process any job applications that you submit to us, whether directly or via an agent or recruiter (speculatively or in response to any ad) (on the basis of our legitimate interest to recruit new employees or contractors);
- **To optimise our sites and app.** If you use our sites or apps, we will use your information to ensure that the content from our websites are presented in an effective manner for you and your device, to provide you with access to our site and app in a manner that is effective, convenient and optimal, and to provide you with content that is relevant to you, using site analytics and research and in certain circumstances combining that with other information we know about you (on the basis of our legitimate interests to operate and present an effective and convenient website to our website users);
- **To use data analytics to improve our website, products/services, marketing, customer relationships and experiences.** This is necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy);
- **To conduct research.** We use your information to carry out aggregated and anonymised research about general engagement with our services and systems, or if you choose to participate in customer surveys, consumer focus groups and research (on the basis of our legitimate interests to improve our products, services and customer service); and
- **To comply with our legal obligations.** In certain circumstances, we will need to use your information to comply with our legal obligations, for example to comply with any court orders or subpoenas (on the basis of our legitimate interests to comply with a legal obligation).

What about our marketing practices?

### **When we will get in touch with you**

One of the other reasons we sometimes collect your information is so that we can form a view on what we think you may want or need, or what may be of interest to you. With this information we decide which products, services and offers may be relevant for you and what marketing you may be interested in.

We keep you up to date with our latest offers, partnerships, sales, promotions, competitions (or those of our partners such as other members of the Travelopia group) that we think might be of interest/relevance to you.

We will only contact you in this way if:

- You have signed up to receive marketing communications from us or one of the other Travelopia companies and have not later told us that you don't want to hear from us.
- You have made a booking with us and have not told us that you do not want to hear from us.

### **What if I don't want to receive marketing?**

We never want to send our marketing to someone who isn't interested in receiving this content. If you have decided that you no longer wish to hear from us, you can unsubscribe from marketing by clicking on the 'unsubscribe' link included in all of our emails or by [contacting us](#).

### **Third parties and marketing**

We do not pass your information to other parties for marketing purposes unless you agree to us doing so. We will get your express opt-in consent before we share your personal data with any company outside the Travelopia group of companies for marketing purposes.

Sometimes we may use 3rd parties to send the communication to you on our behalf. We use third party providers, Apex & Hubspot, to deliver our brochures and monthly e-newsletters respectively. However, these companies do not have the right to send marketing to you for their own purposes.

The marketing material we send to you may occasionally also include information about selected business partners who provide services closely related to our own product.

When do we share your personal data?

In order to provide you with the services and on the lawful grounds described above, we may share your personal information with third parties such as:

- **Third party suppliers we work with to provide your booking and our other services to you.** We may share your information with parties such as travel agents, booking agents, airlines, hotels, tour operators, transport companies, excursion providers, airport authorities, insurance companies, car hire companies, ground handling agencies, and cruise companies.
- **Other suppliers that we work with in connection with our business.** We share your information with third party suppliers that we use to provide services in connection with the experiences we offer to you. This might include marketing agencies and/or companies that run our marketing campaigns, IT developers, service providers and hosting providers, third parties that manage promotions or competitions, third party software companies, ground agents, site analytics providers, medical service providers and credit card screening companies;
- **Airports, immigration/border control and/or other government authorities.** Sometimes we have to provide 'Advance Passenger Information' about you to border or immigration authorities of the country of your travel destination. This would usually be the basic information contained in your passport but the laws of certain countries may require additional information. We will provide this information when we are required to do so.
- **Third parties/other Travelopia companies for marketing.** We share your information with any third party that you consent to our sharing your information with for marketing purposes;
- **Credit references and fraud prevention agencies.**
- **Courts or advisors.** We may have to share your information with other third parties (such as legal, accountants or other advisors, regulatory authorities, courts and government agencies) to enable us to enforce our legal rights, or to protect the rights, property or safety of our employees or where such disclosure may be permitted or required by law; and
- **Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets.** Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law.

We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

When do we send your data outside the EEA?

We will only send your data outside the European Economic Area (EEA) to:

- follow your instructions
- comply with a legal duty
- work with our suppliers and third parties who we use to help deliver our services

Some of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA. If we do transfer information to parties outside the EEA, we will make sure that it is given a similar degree of protection.

Your personal data rights

### **What are your rights?**

We want you to feel reassured that you have control of your personal information. With this in mind, we have explained below the rights you have in relation to the personal information we hold about you:

- The right to be advised of how we will use your personal information. This is set out in this privacy policy and we

do our best to provide you with as much information as we can at the point at which you pass us your data.

- The right to ask us to correct any information you believe is incorrect.
- The right to ask us to not to use your information for marketing purposes.
- The right to receive a copy of the personal data we hold about you or to request that we transfer this to another service provider.
- In certain circumstances, the right to ask us to stop using information about you.
- The right to ask us to limit or cease processing or erase information we hold about you in certain circumstances.
- The right to withdraw consent that you have provided to us to use your personal information.

#### **How can you exercise your rights?**

You can exercise these rights over your data by [contacting us](#) or by checking the applicable boxes on forms where we collect your information to tell us that you don't want to participate in marketing. You can also unsubscribe from any marketing circulation lists you are on by scrolling to the bottom of the email and clicking the 'unsubscribe' link. We will comply with your requests, unless we have a lawful reason not to do so. We may need you to provide additional details to confirm your identity in order to process your request.

#### **Data security**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### **How long do we keep your data for?**

We will only keep your personal data for as long as necessary to fulfil the purpose we collected it for, including for the purpose of satisfying any legal accounting or reporting requirements.

We operate a data retention policy and look to find ways to reduce the amount of information we hold and the length of time we hold it for.

By law we have to keep basic information about booking and our customers for six years for legal claims and tax purposes.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

#### **How to contact us**

We have appointed a Data Protection Officer (DPO) who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact the DPO using the details set out below.

#### **Data Protection Officer**

Mariner International Travel (UK) Limited

DST House

St Marks Hill

Surbiton, Surrey

KT6 4BH

Please contact us in the first instance if you have any concerns. If we are unable to resolve your concern, you have the right to make a complaint to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)) or the relevant data protection authority where you live.

#### **Other privacy information**

##### **Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

##### **Third-party links**

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

##### **Changes to this privacy policy and your duty to inform us of changes**

We keep our privacy policy under regular review. This version was last updated on 10th May 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

##### **Cookies**

You can set your browser to refuse all or some browser cookie, or to alert you when websites set or access cookie.

If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookie we use, please see our [Cookie policy](#).

**Customer Data:** To provide your charter 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.

Any likeness or image of you secured or taken on any of our charters 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.

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

12.4 If the 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.

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

12.6 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 and Skipper control**

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 The Skipper's decision is final at all times and you and your guests will accept all orders and decisions given to them by the Skipper at all times whilst onboard the vessel or ashore, for the duration of the course until the course is complete and the Skipper is no longer onboard the vessel. If for any reason whatsoever you do not accept an order from the Skipper or his designated substitute then such shall be a breach of these terms and conditions. The Skipper may take any action or decision he/she considers fit for the well-being of the vessel and crew. If you are in breach of these terms and the decision is made to remove you then you will be placed ashore at the nearest port and we have no further no liability whatsoever and neither shall you have redress for any expenses or unused portion of the charter.

15.3 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 13 years of age on the date of departure for Teenage Sailing Courses only.

15.4 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.

15.5 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 charter 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 charter 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 charter 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.