

# Corporate sailing and racing booking terms and conditions

## **Sunsail Events Booking Conditions – for individual and multiple yacht charter in the UK**

**Please read these booking conditions carefully, they form an important part of the contract for your booking with Sunsail Worldwide Sailing Limited.**

All products advertised within our brochures and on our website are operated by Sunsail Worldwide Sailing Limited with company registered number 1658245 (hereinafter called 'the Company', 'us', 'our' or 'we'), a member 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.

### **Travelopia Safe Hands**

Your charter or event is in safe hands. Sunsail is proud to be a member of Travelopia Group of Companies.

### **Law & Jurisdiction**

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

### **How to Book**

To make a booking you can contact us in several ways; directly over the telephone, via our website or through an approved 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 the party. You will need to pay a deposit at time of booking of 40% of your selected arrangements. You may also be required to pay in full for any non-transferable and nonrefundable additional ancillary services. We will then invoice you for the remainder of the cost due before the commencement date of your arrangements, which you must pay

no later than 70 days before the commencement date of your arrangements. If you book less than 70 days before the commencement date of your arrangements, full payment must be made on booking. If you do not pay the balance by the due date, your booking will be cancelled and you will forfeit your deposit. If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of the event/yacht hire date, the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Once a booking has been confirmed, offers and discounts cannot be applied retrospectively. For all arrangements involving racing, acceptance of your booking is subject to payment by you of the relevant security deposit option as detailed in the section headed 'Security Deposits'. If you book through an agent, all contact with you will be via them. Names provided must exactly match those used in your personal identification (e.g. passport or driving license). Unless we are responsible for the mistake, we will not accept liability if a supplier refuses any information because the name(s) shown in your identification differs from those on your documentation. Joining Instructions will be sent or emailed to you approximately 4 weeks before the commencement date of your arrangements, and will not be issued unless payment of the due balance has been received and any bank transfers/cheques have cleared. We cannot accept any liability for documentation lost in the post. If you live outside the UK we will normally email any charter or event information documents. 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 event. If you are making a bareboat charter or event booking, you, the Lead Name confirm that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter (as defined by Sunsail), in line with port authority regulations advised at the time of booking, and as set out in these booking conditions.

### **Your Price**

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your selected arrangements and/or additional facilities which you have requested.

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your arrangements may change after you have booked. However, there will be no change within 30 days of your departure. Any changes in taxes, entry fees or charges that we collect at net cost on behalf of local and government bodies will be passed on to you in full or refunded to you in full ("Net Cost Charges"). We will absorb and you will not be charged for any increase equivalent up to 2% of the price of your arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover any agents' commission. If this means that you have to pay an increase of more than 10% of the price of your arrangements, you will have the option to change to alternative arrangements if we are able to offer one (if this is of equivalent or higher price you will not have to pay more but if it is of lower price you will be refunded the difference in price), or cancel and receive a full refund, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your event go down due to the changes mentioned above by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

### **Sailing Qualifications, Safety and Your Obligations**

By making a bareboat charter or event booking, you, the lead name, confirm that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter in line with the port authority regulations and Sunsail requirements, as advised at the time of booking, and as set out in these booking conditions.

At the time of booking a bareboat charter, you must complete the Skipper and Crew Sailing CV in order to advise the Company of the qualifications held by the persons specified on your Confirmation Invoice (or on any Amendment Invoice issued) as being persons nominated as Skipper and 1st Mate for the entire charter. You hereby agree that the details supplied on the Skipper and Crew Sailing CV are true, accurate complete and not misleading. Your completed Skipper and Crew Sailing CV will be recorded to ensure we have the relevant experience logged alongside important advanced information. Our Operations Manager and F40 Class Captain will consider your completed Skipper and

Crew Sailing CV and qualify your sailing experience in line with the relevant levels required for your chosen arrangements.

Some products we offer include Company staff who will join your charter as Skipper and 1st Mate. Where your arrangements include a Company skipper and/or Company 1st mate, the Company skipper and Company 1st mate will crew the yacht and it is necessary that you abide by their authority.

We also offer products where we do not provide Company staff. Where your arrangements do not include Company staff, prior to the commencement date of your arrangements, you must submit to the Company in writing a list of the persons specified on your Confirmation Invoice (or on any Amendment Invoice issued) as being persons participating in the charter who will crew the yacht as skipper and the 1st mate. Yachts must not be sailed single-handed and the 1st mate should be fit and qualified to RYA Competent Crew standard or equivalent. It is a requirement that in the UK cruising areas, the 1st Mate must be over 18 years of age. The Solent and all other UK destinations are a Level 3 sailing area and the skipper must have at least 20 days or 400 miles experience in tidal waters as skipper on an equivalent size yacht or RYA Day Skipper Qualification with experience to a higher level or RYA Coastal Skipper Qualification or ICC Qualification with experience to a higher level. For arrangements involving racing, the skipper and 1st mate must also have racing miles in tidal waters logged in their position as skipper/1st mate (as applicable). The skipper and 1st mate must ensure they travel with their relevant sailing certificates i.e. RYA, ICC or other. These important documents must be presented with your boat papers to the Port Police upon request.

Where your arrangements do not include Company staff, the skipper of a yacht has primary responsibility for the safety of the crew and craft at all times. The skipper is responsible for ensuring that he/she and the crew are competent to undertake the planned itinerary. The skipper must take note of safety information contained in any written material given by the Company to you or delivered to or supplied with the yacht and in chart briefings and is responsible for briefing the crew on the same, the yacht and the yacht's systems before the yacht leaves the Company's base and makes passage. The skipper is responsible for checking the inventory and yacht systems before the yacht leaves the Company's base and makes passage. Night sailing (e.g. sailing outside of daylight hours) and partaking in any third party race (being any race other than those organised by the Sunsail Worldwide Sailing Ltd) as part of your arrangements is only permitted with prior consent from the Company.

In the interests of safety, the Company's staff may order a change to your itinerary, decide whether or not conditions are safe to use a yacht or make a passage and whether such passage should be under power or sail. For example, without limitation, the Company may instruct you not to take the yacht out if the Company considers, in its absolute sole discretion, the weather conditions to be too dangerous. You must follow the instructions of the Company. If on a bareboat charter or event, un-supervised by the company it is the responsibility of the Skipper to make the decision as to whether it is safe and there is no risk to crew or vessel. The skipper is directly liable for these decisions if outside of company supervision

After inspection of the yacht by you, the Company reserves the right not to hand over the yacht to you and/or your party if the Company, in its absolute sole discretion, is of the opinion that you and/or your party are not, or may not be, competent to be in charge of the yacht. Should this be the case, the company reserves the right to add a Skipper and/or 1<sup>st</sup> Mate to the charter or event, at your cost.

### **Participation Requirements**

All Clients are expected to satisfy themselves prior to booking that they are fit and have suitable sailing ability and competence to sail in their chosen destination described in this brochure. No unaccompanied minors (those under 18 years of age) can be accepted. We do not provide lifejackets for children under the age of 13. Under 13's are allowed on charter and/ or events, providing they are accompanied by an adult and it is the sole responsibility of the accompanying adult to bring adequate life jackets and safety equipment. By agreeing to these terms and conditions you are acknowledging and accept that the skipper and/or accompanying adult is responsible for providing any under 13's with adequate life jackets and safety equipment. Failure to comply will constitute a breach of these booking conditions and result in such persons being excluded from your arrangements in which case all monies paid will be forfeit. The minimum age for skippers is 18 years. 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 your arrangements. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from your arrangements in which case all monies paid will be forfeit.

### **Equipment and Yacht Insurance Cover**

Our insurance policy provides comprehensive and adequate cover for the equipment and yachts for your skipper and crew. The Company cannot be held responsible for any loss which you may suffer as a result of the insurers refusing cover, including without limitation, which is as a result of you providing incorrect information, such as previous sailing experience, when requested, or due to your negligence, deliberate default or wilful misconduct. Should damage or loss to yachts and equipment be caused as a result of not obeying the Company's instructions, you will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge.

The Company agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as the Company in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Company), or damage to or loss of property of any person on board against which you must insure prior to the charter. Advice about such insurance is available from the Company on request.

### **Acceptance and Return of Yacht by You**

On arrival at the Company's base on the commencement date of your arrangements and prior to the Company handing the yacht over to you, you shall be given the opportunity to inspect the yacht, its equipment, check and sign the inventory for a maximum of up to two hours after the time of the commencement shown on the Confirmation Invoice. After such period, if the Company has not received any comments from you with regards to condition of the yacht and its contents to the contrary, it will be deemed that you are satisfied with its condition and inventory. The Company may accompany you on the yacht during such inspection period. You must ensure the yacht is kept clean and in good working order and repair during the period of your arrangements.

The Skipper and/or 1st Mate will receive a full yacht briefing prior to departure, and request a passage plan for your intended charter along with a Next of Kin form, which must be completed and returned to the Company before departure. Upon completion of the yacht brief, if the Company has not received any comments from you with regards to operation of the yacht to the contrary, it will be deemed that you are satisfied with its being able to operate the yacht safely and correctly.

You must return the yacht to the home port on the date and by the time specified on the Confirmation Invoice (or on any Amendment Invoice issued). You agree not to take the yacht out in bad weather even if this may lead to the yacht not being returned on the date

and by the time specified on the Confirmation Invoice (or on any Amendment Invoice issued). If it becomes apparent that you are unable to return the yacht by the specified time and date then you must promptly advise the Company accordingly but such notification shall not affect your liability for failing to return the yacht on the return date. In such circumstances for each day or part of day that the yacht is overdue, you shall pay the Company one and a half times the daily charter fee for the yacht. We may waive part or all of such additional charter fee if we accept in our absolute sole discretion that there is good reason for the yacht not being returned on the time and date set out in the Confirmation Invoice (or on any Amendment Invoice issued).

On return of the yacht to the Company, you must return the yacht to an authorised member of the Company's staff clean and in the same condition as it was delivered to you on the commencement date of your arrangements, free from debt and clear from personal effects. On return of the yacht by you, the Company shall inspect the yacht, its equipment and inventory for apparent defects. Any damage, incident or defect must be reported by you to an authorised member of the Company's staff promptly and must be detailed on the yacht's inventory. The authorised member of the Company's staff carrying out the inspection will note any apparent defects it notices (if any) on the yacht's inventory. The Company reserves the right to charge £10 per hour for cleaning the yacht if it is not returned by you in a condition satisfactory to the Company. Following inspection of the yacht by the authorised member of the Company's staff, the authorised member of the Company's staff shall sign the yacht's inventory. If agreed, you will countersign the yacht's inventory. By signing the yacht's inventory following inspection, the Company does not accept, and you acknowledge that the Company does not accept, that the yacht is free from defects that may not be immediately apparent. For the avoidance of doubt, the Company reserves the right to pursue you for further losses and damages suffered by the Company as a result of damage caused to the yacht or its contents during the period of your arrangements that may not have been immediately apparent during the Company's inspection on return of the yacht.

### **Termination and Repossession**

Should it come to our attention that you are likely to commit a serious breach of any of these booking conditions we may terminate your contract immediately and take whatever steps are necessary to take possession of the yacht wherever it may be. Such termination and the taking of the possession of the yacht shall be without prejudice to any rights and remedies, which may have accrued to us prior to the date of or by reason of such breach. We shall, in these circumstances have no liability for the unexpired part of your arrangements.

## Yacht Damage Waiver & Security Deposits

Please note that for all yacht charter arrangements, you will be required to pay an additional deposit to the Company as a security deposit paid in advance by either cheque, bank transfer (must be cleared before date of arrangement commencing) or card (Sunsail are not liable for any bank charges or fees in relation to payment by card) before the charter commences.

Sunsail clients have two options for Charter and two options for racing to cover themselves for accidental damage or loss. Please note neither the Yacht Damage Waiver or the Security Deposit cover any acts of gross negligence, such as damage occurred whilst sailing outside the defined sailing area and hours as instructed during the yacht briefing, sailing under the influence of alcohol or drugs or taking the yacht single handed as stated in the Sunsail Booking Conditions Customer Behaviour Section as per terms and conditions on our website at [www.sunsail.co.uk](http://www.sunsail.co.uk).

### Option 1 – Yacht Damage Waiver - Racing and Non-Racing Charters

This payment is required to cover the possibility of damage to the yacht, or damage to or loss of ancillary equipment or damage caused by or to a third party.

The Excess of £500 for non-racing charters and an Excess of £800 for Racing charters will be taken in advance or at the base depending on your preferred method of payment. If damage occurs to a value lower than the excess you will be refunded the amount less the cost of repair. If the damage incurred exceeds the excess, the payment will not be refunded and you will not be required to pay any additional costs upon disembarkation.

### Option 2 – Security Deposit - Racing and Non-Racing Charters

Alternatively, you can opt to pay a Security Deposit in advance or at the base depending on your preferred method of payment. This is a refundable payment of £3000, before your embark and you will be liable for damage or loss incurred to the yacht and its ancillary equipment up to the maximum cost of £3000. If damage occurs to the value lower than the security deposit you will be refunded your payment less the cost of repair. If the damage incurred exceeds the security deposit value, your payment will not be refunded and you will not be required to pay any additional costs.

	<b>Price Per Day</b>	<b>Refundable Excess</b>	<b>Maximum Liability</b>
YDW - Racing Charters	£120	£800	£800
YDW - Non-Racing Charters	£30	£500	£500

Security Deposit - Racing and Non-Racing Charters	£0	£3000	£3000
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You will not be able to apply or deduct any portion of the security deposit from the deposit and/or final balance payable for your arrangements. On return of the yacht to the Company and following inspection of the yacht by the Company in accordance with the provisions set out in the section headed 'Acceptance and Return of Yacht by You', in the event that the Company is satisfied that there is no apparent damage to the yacht on its return from you, the Company shall, where applicable, refund the relevant security deposit or excess paid by you to you as soon as reasonably possible (please note that Yacht damage waiver monies will not be refunded).

In the event that it is agreed between the Company and you that damage was caused to the yacht and/or its contents during the period of your arrangements, you will be liable to the Company for all losses and damages incurred by the Company as a result and the Company reserves the right to retain, where applicable, part or all of the relevant security deposit paid by you. The Company may use all or part of the security 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. The security deposit will not in any way limit or prejudice any claim which the Company may have over and above the sum of the security deposit paid by you and you will remain liable to the Company for the balance of any such losses or damages incurred by the Company over and above the sum of the security deposit paid by you. In the event that the losses 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 is less than the relevant security deposit paid by you, the Company shall refund the relevant security deposit paid by you to you as soon as reasonably possible after the claim has been settled.

You will be liable to the Company for all damages and losses suffered by the Company as a result of the Company's insurer refusing cover due to your negligence, deliberate default or wilful misconduct.

In the event of any disagreement over damage or loss, the Company shall retain the relevant security deposit paid by you until the matter is resolved in accordance with the

provisions set out in the section headed 'Acceptance and Return of Yacht by You'. The company has the right to use whichever (or whoever) third party they see fit to make the repairs to any damage caused. The charter may not commission their own third party or attempt repairs themselves to the vessel.

### **Behaviour**

You must accept responsibility for the proper conduct of yourself and any members of your party. The Company cannot be held responsible for under age consumption of alcohol. We reserve the right in our absolute sole discretion to terminate without further notice, and without liability on our part, the arrangements of any client:

- a. who refuses to comply with the reasonable instructions or orders of the Company staff (including without limitation where applicable to your arrangements, the Company skipper and the Company 1st mate), agents or other responsible person in authority;
- b. who commits any illegal act when on holiday; or in the reasonable opinion of the Company staff (including without limitation where applicable to your arrangements, the Company skipper and the Company 1st mate), agent or other responsible person in authority, whose behaviour is disruptive, threatening or abusive or is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your booking ceases and, in any circumstances, we shall not be liable for any extra costs incurred by you and no refunds or compensation will be paid to you. We may make a claim against you for any costs and expenses incurred as a result of your behaviour and criminal proceedings may be instigated.

### **If You Change or Cancel Your Booking**

If, after our Confirmation Invoice has been issued, you wish to change your arrangements in any way, we will try to make these changes subject to availability, but it may not always be possible. Requests for changes must be received in writing by our Events Department at our offices (Sunsail Worldwide Sailing Limited, Port Solent Marina, South Lockside, Portsmouth, PO6 4TJ) from the Lead Name at least 70 days before the commencement date of your arrangements and will be subject to payment by you of:

- a. an administration charge of £35 per person per amendment; and
- b. any further costs we incur in making the amendment, including without limitation those costs imposed by any of the suppliers providing services and facilities applicable to your arrangements.

The price of your booking may increase or decrease to reflect the changes requested by you. If the amendments you make increase the cost of your original booking, then a

further deposit will also be payable. Any alteration by you within 70 days of the commencement date of your arrangements will be treated as a cancellation of the original booking and re-booking (subject to availability), and will be subject to cancellation charges.

Where you are unable to proceed with the booking, you can transfer the booking to a substitute person, subject to the following:

- a. you must notify us in writing at least 70 days before the commencement date of your arrangements to our Hospitality and Events Department at the address set out above;
- b. your request is accompanied by all original documents which you received with regards to you arrangements and the full name and address of the transferee;
- c. the transferee must fulfil all conditions that apply to the booking; and
- d. payment by you of an administrative charge of a minimum of £35 per person plus payment of all further costs we incur in making the amendment, including without limitation those costs imposed by any of the suppliers providing services and facilities applicable to your arrangements.

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

Depending on the policy you have purchased, your travel insurance may cover any changes or increased costs resulting from a change.

<b>Period before the commencement date of your arrangements within which notice of cancellation is received by us</b>	<b>Amount of cancellation charge</b>
More than 120 days before the commencement date of your arrangements	Deposit only
Between 120 and 80 days (inclusive) before the commencement date of your arrangements	60% of total booking costs
Between 79 and 61 days (inclusive) before the commencement date of your arrangements	80% of total booking costs

60 days or less before the commencement date of your arrangements	100% of total booking costs
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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 of your written communication by our Events Department at the address set out above. 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. Where written notification of the cancellation is received: Note: If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges. Where you are taking out your own insurance cover, we strongly recommend you to take out insurance that includes cover against irrevocable cancellation costs. Additionally you will be 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 other arrangements. Please note that for certain components of your arrangements, the cancellation charge may be higher than that shown above. In certain cases a 100% cancellation fee applies as soon as the booking is made. Please ask for full details of cancellation charges at the time of booking.

**If We Change or Cancel Your Booking**

The arrangements for events held with the Company are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. Our brochure is prepared from information gathered prior to publication. Every care is taken to ensure that this information is still as accurate as possible at the time of publication. We reserve the right to change any of the facilities, services or prices described in the brochures or website. Most of these changes will be minor and we will advise you of any changes known at the time of booking. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is ‘major’ depends on the nature of the arrangements and made include, without limitation:

- a) a change of accommodation or yacht to a significantly lower standard;
- b) an alteration to your schedule time of departure or return by more than 12 hours;
- c) an alteration to your departure location.

Examples of minor changes include, without limitation:

- a. a change of yacht to one of a similar size (within 2ft) and number of cabins;
- b. a change of route within a cruising area.

When a major change occurs, you will have the choice of either:

- a. accepting the change; or
- b. accepting a replacement charter/event from us of equivalent or closely similar standard and price; or
- c. cancelling your booking, in which case we shall refund you in full.

We also reserve the right in any circumstances to cancel your arrangements. For example, some events are dependent on a minimum number of yachts participating. We shall assess whether the minimum number has been achieved and inform you as soon as possible. If the minimum number is not achieved, we reserve the right to cancel your arrangements. However in no circumstance will we cancel your booking less than 70 days before the commencement date of your arrangements except for reasons of force majeure (as defined below), failure on your part to pay the deposit and/or final balance and/or relevant security deposit option, or for any other reason beyond our control.

Where we make a major change to or cancel your arrangements, 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 and/or relevant security deposit option or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below:

<b>Period before the commencement date of your arrangements when we notify you of a major change</b>	<b>Compensation per person</b>
More than 70 days before the commencement date of your arrangements	Nil
Between 70 and 43 days (inclusive) before the commencement date of your arrangements	£10
Between 42 and 15 days (inclusive) before the commencement date of your arrangements	£20

14 days or less before the commencement date of your arrangements	£40
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We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your itinerary has been confirmed. 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. If we are forced to cancel your arrangements after the commencement date of your arrangements 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.

Force Majeure means any event which is beyond our reasonable control or the reasonable control of the supplier of the services in question, including without limitation war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events.

**If You Have a Complaint**

If you have a problem during your charter/event, you must inform our local representative, member of Company staff or the relevant supplier of the service immediately. If your complaint is not resolved locally, please follow this up within 35 days of your return home by writing to us at our Customer Relations Department, Sunsail Worldwide Sailing Limited, Port Solent Marina, South Lockside, Portsmouth, PO6 4TJ, giving your booking reference and all relevant information. We can usually sort out any complaints you may have. If we cannot agree, providing the dispute fits within the rules of the scheme, you can use the Arbitration Scheme devised for the travel industry by ABTA and administered independently. This is a simple way of sorting out complaints and there are limits on the costs you might have to pay. You do not have to appear in person, but can send documents to explain your complaint. Details and application forms are available from ABTA, 30 Park Street, London, SE1 9EQ.

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

Our obligations, and those of our suppliers providing services or facilities included in your arrangements, 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 destinations that your arrangements 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 arrangements should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, is limited to a maximum of three times the price of your booking. We shall have no liability where the cause of the failure to provide, or failure in, your arrangements 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:

- (a) attributable to you or a member of your party;
- (b) attributable to someone unconnected with your arrangements and is unforeseeable or unavoidable;
- (c) is due to Force Majeure;
- (d) is due to unusual or unforeseeable circumstance beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (e) an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

The terms of any relevant international convention are incorporated into this contract. We are to be regarded as having all benefit of any limitation of compensation contained in the international conventions detailed below or any conventions applicable to your arrangements. You can ask for copies of the international conventions from our offices at Sunsail Worldwide Sailing Limited, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD. If any international convention applies to, or governs, any of the services or facilities included in your arrangements 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 carriage by sea, the Athens Convention 1974. For the avoidance of doubt, other than as set out above and as detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider.

The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However should you, or any member of your party suffer by misadventure death, illness or injury during the period of your arrangements from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall at our absolute sole discretion give you every assistance including advice, guidance and financial assistance to cover initial legal costs for legal action against a third party where appropriate, up to a limit of £5,000 cost to ourselves per booking form provided such assistance is requested within 90 days of the misadventure. In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you the costs actually incurred by us in giving this assistance.

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

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

## **Photography**

An essential part of the success of our brochures is using photography that gives clients a true idea of the product, rather than using models. Photographers are occasionally in our cruising areas. Any likeness or image of you secured or taken on any of our arrangements 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. If you have any strong objections to close up photography of yourself and your party, please indicate your feelings to the photographer at the time.

## **Charter and Event Information Documents**

If we issue detailed event information documents for your booking, these event information documents and all the information contained therein will be deemed to be part of the contract. Event information documents available from our website or by post from Sunsail Worldwide Sailing Limited, Port Solent Marina, South Lockside, Portsmouth, PO6 4TJ, contain up-to-date definitive information about the itinerary and arrangements.

Should there be a discrepancy between the information in the brochure or website and the event information documents, the information in the event information documents supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

## **Special Requests**

The Company will consider special requests, 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.

## **Privacy Policy**

This privacy policy explains how Sunsail Worldwide Sailing Limited 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.

## **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 depends upon how you are interacting with us. For example, if you're booking a holiday 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 in the box below:

**Details about you:** Your first and last name, marital status, title, gender, e-mail 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 some 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 try to limit any sensitive personal data we collect to the minimum possible. Unless we have a specific lawful reason to use this information, we will ask for your consent to 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 holiday 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 some other 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**

As 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:

- a) airlines, hotel providers or other parties we work with if you make a complaint to them;
- b) analytics providers [such as Google based outside the EU];

### **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

Generally we do not rely upon consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via e-mail 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 which of 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, 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: e-mails responding to enquiries, providing you with tickets, alerting you to changes in itineraries or responding to any complaints you have. We do these things 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 website.
- **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 usually 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 with advertising that we think you might link and/or enhancing your holiday 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 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 and have not later told us that you don't want to hear from us.
- You have requested information from us or entered a competition or registered for a promotion and provided your details and you have not told us that you do not 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 e-mails, changing your preferences in your account section 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. However, these companies do not have the right to send marketing to you for their own purposes.

The marketing material we send to you we 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 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 of the EEA, we will make sure that it is given a similar degree of protection by ensuring that at least one of the following safeguards are implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission. Learn more [here](#).
- Where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe.
- Where we use providers based in the U.S, we may transfer data to them if they are part of the US-EU privacy shield, which sets out standards for data sent between the US and EU countries.

Please [contact us](#) if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

### **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 lodge a complaint to the Information Commissioner's Office or the relevant data protection authority where you live.
- 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 or 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 e-mail 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.

Sunsail Worldwide Sailing Limited

The Data Protection Officer

DST House, St Mark's Hill, Surbiton, Surrey, KT6 4BH, UK

DPO@sunsail.com

+44 (0) 208 234 6315

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

### **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**

This version was last updated on 7<sup>th</sup> August 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 cookies, or to alert you when websites set or access cookies. 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 cookies we use, please see our Cookies Policy.