

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 TUI AG group of companies, of TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL, and are sold subject to the following conditions.

TUI Safe Hands

Your charter or event is in safe hands. Sunsail is proud to be a member of TUI AG 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 25% 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. Please note that all payments made on a credit card (whether deposits, part payments or final balances) will be subject to a credit card fee of 2% including VAT. 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 licence). 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 1st 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.

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.

	Price Per Day	Refundable Excess	Maximum Liability
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, The Port House, Port Solent, Portsmouth, PO6 4TH) 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.

Period before the commencement date of your arrangements within which notice of cancellation is received by us	Amount of cancellation charge
More than 70 days before the commencement date of your arrangements	Deposit only
Between 70 and 43 days (inclusive) before the commencement date of your arrangements	50% of total booking costs
Between 42 and 15 days (inclusive) before the commencement date of your arrangements	70% of total booking costs

14 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:

Period before the commencement date of your arrangements when we notify you of a major change	Compensation per person
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, The Port House, Port Solent, Portsmouth, PO6 4TH, 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, TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL. 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, The Port House, Port Solent, Portsmouth, PO6 4TH, 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

Sunsail's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

Information about you:

Your Information

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us.

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

Our Use of Your Information

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

(2) We may collect and process your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as “data processors” on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, providing services (and contacting you where necessary), customer care, service quality, business management and operation, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, marketing, customer purchasing preferences and trends, dispute resolution/litigation, credit checking and debt collection.

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

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

Direct Marketing Material

(1) We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. Our websites will assume you to agree to ecommunications when you make a booking. We will tailor the information we send you unless you tell us not to. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation.

(2) You may indicate your preference regarding receiving third party direct marketing material.

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

Your Rights

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

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

(3) For a list of relevant brands, please send us your request. Please write to Mariner International Travel (UK) Limited t/a Sunsail, Legal Department, TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL.

Foreign Controls

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

USE OF TOOLS/"Cookies" and Links to Other Websites

If our contact and dealing with you is via our website(s), we may use cookies. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). By using our website(s), you consent to our use of cookies.

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

Monitoring

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

Security Statement

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

Changes to this Policy

Any changes to this Policy will be posted online and/or brochure.