

# event and group charter booking form 2008



**Sunsail Hospitality and Events**

The Port House, Port Solent, Portsmouth, PO6 4TH

Tel: 023 9222 2221 Fax: 023 9221 9846 email: events@sunsail.com

Please complete the sections of this form as follows

**BAREBOAT CHARTERS** Sections 1 - 8  
**SKIPPERED CHARTERS** Sections 1 - 6  
**INDIVIDUALS** Sections 1 - 4, 6 & 8

**Event Name**

**Reference Number**

## Section 1 CONTACT DETAILS

Name of Invoicee

Address

Post code

Telephone Day

Evening

Mobile

Email

## Section 2 CHARTER INFORMATION

Start day Date Time (delete as appropriate) 1900/0800  
 Finish day Date Time 1700  
 Base Port Solent  Largs  Other   
 Yacht Sunfast 37  Other  Please specify  
 Do you require a Sunsail skipper? Yes  No

## Section 3 CHARTER COST

	Price	Quantity	Total
Package Price			
Charter Cost			
Practise Charter			
Waterproofs	(at £6 per person per day)		
Skipper			
Insurance	(see your questions answered)		
Branding	(on application)		
Provisioning Pack	(on application)		
	<b>TOTAL</b>		

## Section 4 PAYMENT DETAILS

Balance is required 10 weeks before the start of your charter

### BY CARD

Mastercard  Visa  Switch  Amex  Delta

Card Number

Expiry Date  /  Issue Number

Name of card holder

Please note there is a 2% surcharge on all credit card payments  
 This does not affect debit cards, cheques or bacs transfers

Please take deposit and balance when due

### BY BACS

Reference Number

### BY CHEQUE

Please make all cheques payable to Sunsail Worldwide Sailing

**Card Holders Signature x**

**Date**

## Section 5 SECURITY DEPOSIT DETAILS (must be completed prior to arrival at your base)

£2000 per yacht - to be held on file and only used should damage/an accident occur.

I understand that if an incident occurs, payment will automatically be taken from this card/cheque (please see details overleaf)

Please use credit card details listed above

Cheque enclosed

## Section 6 INVOICEE'S DECLARATION

I enclose payment of £  which includes £300 (per boat) non refundable booking deposit plus insurance if required.

(For bookings made within 10 weeks of charter, please call us for the full cost).

I certify on behalf of all people included in this booking form, by whom I am authorised to make this booking, that we have read these booking conditions, including insurance and medical conditions and agree to abide by them. I agree to the terms outlined in the Sunsail Hospitality and Events 2008 booking conditions for this charter. I will ensure that all of the crew are aware of the booking conditions.

**Signature x**

**Date**

# skipper and crew sailing CV

## PLEASE READ CAREFULLY

It is essential that all sections of this page are completed. Maritime and Coastal Agency (MCA) regulations state that Sunsail are only able to sign boats over to an approved nominated skipper. In order to comply with MCA regulations we are required to obtain and approve a new booking form every time you charter from us. Your booking form is required 4 weeks prior to the event start date. Failure to do so will invalidate your booking.

## ALL DETAILS MUST BE COMPLETED

<b>SECTION 7 SKIPPER CV</b>	<b>For office use only</b>
<b>Your Details</b>	CV approved <input type="checkbox"/> Date of approval <input style="width: 100px;" type="text"/>
Name	
Address (if different to overleaf)	
Mobile Number (as point of contact on day of your charter)	
<b>Your Practical Qualifications</b>	
DOT Yachtmaster Offshore <input type="checkbox"/>	DOT Coastal Skipper <input type="checkbox"/> Day Skipper <input type="checkbox"/>
Place of issue	Certificate Number <input type="text"/> Date of Issue <input type="text"/>
<b>Your Sailing Experience</b>	
Distance Logged as Skipper in tidal waters	Up to 300 miles <input type="checkbox"/> Up to 1000 miles <input type="checkbox"/> Over 2000 miles <input type="checkbox"/>
Distance logged in tidal waters	Up to 300 miles <input type="checkbox"/> Up to 1000 miles <input type="checkbox"/> Over 2000 miles <input type="checkbox"/>
Yachts Sailed	
Areas Sailed	
<b>Your Racing Experience</b>	
Distance logged as racing skipper in tidal waters	Up to 100 miles <input type="checkbox"/> Up to 500 miles <input type="checkbox"/> Up to 1000 miles <input type="checkbox"/>
Distance logged as racing crew in tidal waters	Up to 50 miles <input type="checkbox"/> Up to 200 miles <input type="checkbox"/> Up to 500 miles <input type="checkbox"/>
I confirm that the information i have given is correct (this section must be signed)	
Signature ✕	Date

<b>SECTION 8 NOMINATED QUALIFIED CREW CV</b>	<b>For office use only</b>
<b>Your Details</b>	CV approved <input type="checkbox"/> Date of approval <input style="width: 100px;" type="text"/>
Name	
Address (if different to overleaf)	
Mobile Number (as point of contact on day of your charter)	
<b>Your Practical Qualifications</b>	
DOT Yachtmaster Offshore <input type="checkbox"/>	DOT Coastal Skipper <input type="checkbox"/> Day Skipper <input type="checkbox"/> Competent Crew <input type="checkbox"/>
Place of Issue	Certificate Number <input type="text"/> Date of Issue <input type="text"/>
<b>Your Sailing Experience</b>	
Distance Logged as Skipper in tidal waters	Up to 300 miles <input type="checkbox"/> Up to 1000 miles <input type="checkbox"/> Over 2000 miles <input type="checkbox"/>
Distance logged in tidal waters	Up to 300 miles <input type="checkbox"/> Up to 1000 miles <input type="checkbox"/> Over 2000 miles <input type="checkbox"/>
Yachts Sailed	
Areas Sailed	
<b>Your Racing Experience</b>	
Distance logged as racing skipper in tidal waters	Up to 100 miles <input type="checkbox"/> Up to 500 miles <input type="checkbox"/> Up to 1000 miles <input type="checkbox"/>
Distance logged as racing crew in tidal waters	Up to 50 miles <input type="checkbox"/> Up to 200 miles <input type="checkbox"/> Up to 500 miles <input type="checkbox"/>
I confirm that the information i have given is correct (this section must be signed)	
Signature ✕	Date

You will be required to complete a crew list and next of kin from on arrival. If you intend to sail outside the designated sailing area you must have permission from Sunsail and hold a minimum of Coastal Skipper practical qualification or equivalent plus have at least one competent crew member on board.

# your questions answered

Thank you for booking with Sunsail onto this event. In order to assist you further please find below the answers to any questions you may have. If you can not find the answer you are looking for please do not hesitate to contact us. Please also ensure that you have read the terms and conditions of booking overleaf.

## QUESTION 1

### I have skippered with Sunsail before, are you able to use the details provided previously?

Due to Maritime and Coastal Agency regulations Sunsail must hold an up to date charter booking form for each charter taken. This is your contract. It is just like hiring a car! Every time you hire a car you must show your driving licence. It is exactly the same when it comes to yachts!

## QUESTION 2

### What information do I need to provide?

Please fully complete and sign all relevant sections of the booking form:

Charter Type	Sections that must be completed
Bareboat	1-8
Skippered (by Sunsail)	1-6 (excluding section 5)
Individual place	1-4, 6 & 8

All required information must be sent to us on this booking form. For legal reasons we regret we are unable to accept any alternative documentation for this purpose, as this booking form is your contract.

## QUESTION 3

### When do Sunsail require my booking form by?

We require your booking form and security deposit by return but no later than 4 weeks prior to the event. Please return your booking form to us by post, email or fax. Failure to return your completed booking form may jeopardise your booking.

## QUESTION 4

### How and when do I pay?

In order to secure your charter, a non-refundable deposit of £300.00 per boat is required (30% of package price on certain events). Your contract is with Sunsail Worldwide Sailing Ltd. By making a deposit payment you will be accepting the terms and conditions for both yourself and all your crew.

## QUESTION 5

### What happens with the Security Deposit?

In most cases this is kept on file and only redeemed if the yacht is damaged, involved in an incident or if the vessel is not returned in the same condition as at the start of the charter. Please refer to section 3 of the Booking Conditions.

## QUESTION 6

### When and Where can I collect my boat from?

Boats are to be collected from the yachts reception at Quayside during opening hours unless pre-arranged and supplements paid through Sunsail. Please note: Quayside is located in The Port House building.  
Yacht Collection Times:

Day	Morning	Evening
Mon-Thurs	8.00 - 10.00	19.00 - 20.00
Friday	8.00 - 10.00	19.00 - 21.00
Saturday	8.00 - 10.00	closed
Sunday	closed	19.00 - 21.00

## QUESTION 7

### Who is able to collect my boat?

MCA regulations state that Sunsail are only able to sign boats over to the approved nominated skipper. Sunsail reserve the right to not hand over the boat should they see fit or if it is not to the approved nominated skipper.

## QUESTION 8

### How do I get to my base and what do I need to bring?

Further details regarding directions and what to bring are available in the joining instructions. If for any reason you have not received these they can be downloaded from our website [www.sunsail.com](http://www.sunsail.com) or can be sent to you on request.

## QUESTION 9

### I have hired a Sunsail skipper for my charter, is there anything I need to be aware of?

The Sunsail skipper must have their own cabin and the charterer is responsible for all the skippers out of pocket expenses during the charter. Please also consider your skipper in any catering arrangements made for the duration of your charter.

## QUESTION 10

### What insurance is available for this event?

Sunsail offers both a personal and group crew insurance policy through Towergate Chase Parkinson Ltd for an additional premium. Please note that any pre existing medical conditions that might affect yourself or your crew must be declared to the insurance company. An excess of £25 per claim applies to each category except where claims are for loss of booking deposit where a £5 deduction applies. The insurance premium is payable at the time of booking along with your deposit.

#### Personal Insurance

Personal insurance for £25 per person per week or £15 per person for up to 3 days. This covers you broadly as follows (as a maximum):

1. Cancellation/Curtailment - £2,000
2. Repatriation Expenses - £10,000
3. Luggage and personal money - up to £500
4. Personal accident – up to £5,000

#### Group Insurance

Group insurance for £60 per boat for up to 3 days.

This covers you broadly as follows (as a maximum):

1. Cancellation/Curtailment - £4,000
2. Repatriation Expenses - £10,000
3. Luggage and personal money – up to £500
4. Personal accident – up to £5,000

Should you require any further information with regards to the insurance policies we offer please do not hesitate to contact us.

We look forward to receiving your completed booking form and welcoming you to your base soon.

# hospitality and events booking conditions 2008

**These Booking Conditions apply to any booking that you make with us and should therefore be read carefully. They contain some exclusions and limitations of liability. If any part of these Booking Conditions is found to be invalid or unenforceable, then the remainder of these Booking Conditions will not be affected and will remain valid and enforceable.**

## 1. Your Contract

Your contract is with Sunsail Worldwide Sailing Limited, The Port House, Port Solent, Portsmouth PO6 4TH. When making your booking you guarantee that you have the authority to do so and accept on behalf of your crew the terms of these booking conditions. A contract exists as soon as we accept your Booking Confirmation Form. You should check the details carefully to ensure that it accurately reflects the booking you have requested and immediately inform us of any discrepancies. If the departure date of the charter is less than 14 days from the date of issue of the Booking Confirmation Form this should be done within 24 hrs of that date. Otherwise we would expect a response within 7 working days. You should also send us the requested outstanding information, either by returning the completed Form or online as described on the Form. This information forms part of the contract between us. This contract will be governed by English law and dealt with by English courts. If however, if you booked your holiday in Scotland or Northern Ireland any disputes may be dealt with in the local courts in Scotland or Northern Ireland and will be subject to the law of those countries. By accepting this Contract you, the lead name, are confirming that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter.

## 2. Your Charter Payment

Once you have made your booking and paid a deposit of £300 per boat, the cost of your booking will not normally be subject to any change. This does not apply to invoice errors or omissions. Once a booking has been made, offers and discounts cannot be applied retrospectively. Within 7 days of receipt of your booking we will send you confirmation of your charter. This should be checked carefully to ensure that it accurately reflects the booking you have requested. The balance of the price of your booking must be paid at least 10 weeks before your departure date. Balance reminders are not issued. If the balance is not paid in time, we will cancel your travel arrangements and retain your deposit. Should you book less than 10 weeks before your charter, then you must pay the full amount at the time of booking.

## 3. Equipment and Yacht Insurance Cover

Our equipment and yachts are comprehensively insured. Our policy provides full cover for the equipment and yachts and no less than £10m third party cover for your skipper and crew. Sunsail cannot be held responsible for any loss, which you may suffer as a result of the insurers failing to indemnify any risk through you providing incorrect information of previous sailing experience when requested.

## Security Deposit

The £2000 security deposit is the insurance excess on any one incident, which the charterer must pay as stated on the booking form to Sunsail by cash, credit card or cheque at least four weeks prior to the charter. This will be held on file and only cashed if the yacht is damaged or involved in an incident. This is also security against the vessel being returned in a condition other than its condition on the start date, and against any loss or damage suffered by Sunsail due to any breach of this agreement by the charterer, but without prejudice to any claim over and above the security deposit, which we may have. If the yacht requires lifting for full inspection to assess damage the charterer will be required to pay in full for this charge.

We will take payment from the security deposit and then inform you in writing. Where damage/incident is less than £2000 any remaining balance will be returned as soon as the claim is settled. Sunsail reserves the right to hold the security deposit for up to 14 days after the return of the vessel. Cheques will not be returned unless the charterer has requested this on their booking form. In any case of dispute, the security deposit or such balance (if any) will only be refunded upon settlement of the dispute, which may exceed 14 days.

Charterers are responsible for damage caused to their yacht or 3rd party yacht(s) during the charter period irrespective as to who caused such damage. In the event of a collision either between a non-Sunsail yacht or any other number of Sunsail yachts, ALL security deposits will be withheld, irrespective of the initially perceived costs or blame, until liability is apportioned.

Following an incident a further £2000 security deposit is required from all parties before the charter may continue. This applies for each and every separate incident during the charter period.

At the end of the charter period parties will be required to agree and apportion blame. It is the charterers responsibility to record all information regarding the incident and gain witnesses, outcome of protest meeting (where relevant) to aid the case for fault. Agreement on liability should be decided out on the water following an incident or immediately after. It is not our responsibility to intervene in disputes where both parties refuse to accept liability and in such situations both charterers may forfeit their security deposit or part thereof.

Should the damage be more than £2000 then we will pass the incident details onto our insurers. This process can take time (up to two years) for disputes / liabilities to be resolved in such instances we will keep hold of the £2000 security deposit.

At the end of the charter period any losses or damage payments require settlement in reception prior to leaving the Sunsail base. If these payments are not made we will raise an invoice charging an additional £30 administration fee. However, we may not be able to confirm the cost of damage at the end of the charter period until a professional estimate is provided. In such situations the security deposit will be held until the damage amount is confirmed.

## 4. Booking Termination and Indemnity

You must accept responsibility for the proper conduct of yourself and any members of your party. Sunsail cannot be held responsible for under age consumption of alcohol. We reserve the right in our absolute discretion to terminate without further notice the booking arrangements of any client who refuses to comply with the reasonable instructions or orders of the company staff, agent or other responsible person whose behaviour in their opinion 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 we shall not be liable for any extra costs incurred by you.

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## Termination and Repossession

Should it come to our attention that the charterer is likely to commit a serious breach of any of these conditions we may terminate this agreement forthwith and take whatever steps are necessary to take possession of the vessel wherever it may be. Such termination and the taking of the possession 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 un-expired part of the charter.

## 5. Amendments to Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will do our utmost to make these changes, but it may not always be possible. If you are unable to proceed with the booking, you can transfer the booking to a substitute person, providing they satisfy all the conditions applicable to the original booking and your request is received to us at least 14 days prior to departure. Any request for changes to be made must be in writing signed by the named Invoicee. You will be asked to pay an administration charge of £20 per occasion and any further cost we incur in making this alteration. Please check whether your travel insurance will cover any changes or increased costs resulting from a change. Should you request a major alteration within 10 weeks of departure date (such as change of date) then this will be treated as a cancellation and re-booking.

This should not be automatically assumed to be possible and you should ring the office to check first. The price of your booking may increase or decrease to reflect the changes requested by you. Requests for changes to your booking should be sent to our Corporate Hospitality and Events Department.

## 6. Cancellation of Booking

You may cancel your booking at any time. Written notification from the named Invoicee must be received by the Corporate Hospitality and Events Team. Cancellation will be effective on the date on which it is received at Sunsail, together with any travel documents already issued to you. Note: If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges.

Whole party cancellations accrue the following charges:

Period before departure within which notice of cancellation or major changes is received by us	Amount of cancellation charge
More than 70 days	Deposit only
70 - 43 days	40% of total charter costs
42 - 15 days	60% of total charter costs
14 days and under	100% of total charter costs

## 7. If We Change or Cancel Your Booking

The arrangements for events held with Sunsail are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, for some events a minimum number of people need to book to enable the event to take place. We shall assess whether the minimum number has been achieved and inform you as soon as possible. Occasionally we may need to make a major change which includes, but is not limited to the following:

- a) a change of accommodation to a significantly lower standard
- b) an alteration to your schedule time of departure or return by more than 12 hours;
- c) any alteration in the price of your booking.

If we are unable to provide the booked arrangements and have had to cancel them before the holiday is due to start, you can either:

- (a) Accept our offer of a replacement charter/event of equivalent or higher value
- (b) Accept our offer of a replacement charter/event of lower value and we will refund the difference in cost
- (c) Accept a full refund of the money you have paid

If you accept a Major Change, or if we have to cancel your charter then in addition to any refund, we will pay you as a minimum compensation in accordance with the amounts noted below. Period before departure within which a major change is notified to you:

Period before departure within which a major change is notified to you.	Compensation per person
More than 70 days	Nil
70 - 43 days	£10
42 - 15 days	£20
42 - 0 days (courses)	£20
under 15 days	£40

No compensation or refunds will be paid where the change or cancellation is due to Force Majeure, or because the number of persons who have booked is less than that required for the package. Force Majeure means unforeseeable and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions. Our brochure may be subject to change. Examples of minor changes include: change of yacht to one of a similar size (within 2ft) and number of cabins, change of route within a cruising area. If after you have travelled we have to make changes to your charter and such changes prove to be significant, we will make suitable alternative arrangements and compensate you if appropriate. If it is impossible to make suitable alternative arrangements or these are not accepted by you for good reason we will return you to your point of departure and if appropriate compensate you.

## 8. If You Have a Complaint

If you have a problem during your charter/event, please inform a relevant member of Sunsail staff immediately, who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 35 days of your return home by writing to our Customer Relations Department, giving your booking reference. It is strongly suggested that you communicate any problem to our base staff without delay and complete a report whilst at the base. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on charter/event and this will reduce your rights to compensation.

# hospitality and events booking conditions 2008

It is unlikely that you will have a complaint that cannot be settled amicably between us. However disputes to do with this contract which cannot be settled amicably, may (if you wish) be referred to Arbitration under a special scheme, which is arranged by the Association of British Travel Agents. This scheme provides for a simple and inexpensive method of Arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for any amount greater than £5,000 per person or £25,000 per booking form. Where a claim includes, in part, a claim for personal injury or illness, a limit of £1,000 per person applies to that part of the claim.

If you choose to proceed to Arbitration under this scheme, you must send a written notice of your decision to ABTA within 9 months after your scheduled date of return.

Full details of the scheme are available from: - The Association of British Travel Agents at 68-71 Newman Street, London W1P 4AH

## 9. Our Liability To You

Subject to the limitation of liability set out in the following paragraph, our liability to you for any loss or damage which you may suffer (other than personal injury resulting from the non-performance or improper performance of the services involved in the booking) is limited to three times the price of your booking. We accept responsibility for any death, bodily injury or illness caused to you as a result of the proven negligent acts and/or omissions of our employees, agents, suppliers and sub-contractors and their servants and/or agents while acting within the scope of, or in the course of, their employment. We also accept responsibility for any damage caused to you as a result of any failure to perform, or improper performance of the services we have agreed to provide to you, except where such failure or improper performance is not our fault or that of our suppliers because:

(a) such failure is attributable to you or a member of your party.

(b) such failure is attributable to a third party unconnected with the provision of the services to be provided to you and is unforeseeable or unavoidable.

(c) such failure is due to Force Majeure. (See the Definitions section in paragraph 5).

(d) or an event which could not be foreseen or prevented even with all due care.

Carriage hereunder is subject to the rules and limitations relating to liability established by the Athens Convention, as enacted in the Carriage of Passengers and their Luggage, by sea, Domestic Carriage (Order 1987).

Sunsail accepts no responsibility for the acts or omissions of its clients whether negligent or otherwise and shall not be held liable for any claims made against them (or as a result of their actions) either by other clients of Sunsail or third parties. Sunsail does not accept liability for losses that were actually unforeseeable to those involved at the time of booking, losses that were not caused by any breach on the part of Sunsail or its supplier and any business losses or similar to the client as a result of unforeseeable circumstances. Sunsail agrees to deliver the vessel to the charterer at the homeport shown on the booking form in a good and seaworthy condition, complete with all items listed in the vessel's inventory. In the event of the vessel not being available on the commencement date, Sunsail will endeavour to procure a reasonable alternative and will waive any difference between the original charter fee and the charter fee of any such other vessel. Should Sunsail not be able to offer an alternative, the company will refund the daily charter fee. Sunsail maintains a limited stock of spares and will wherever possible provide replacements. However, this cannot be guaranteed.

Sunsail agrees to insure and keep insured the vessel against all usual marine risks including third party risks to such an extent as Sunsail in its absolute discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Skipper), or damage to or loss of property of any person onboard against which the charterer must insure prior to the charter. Advice about such insurance is available from Sunsail on request.

## 10. Personal Injury Unconnected With Your Booked Travel Arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to us. We limit the cost of our assistance to you or any member of your party to £5,000. If your claim is successful then you must repay the amount of any financial assistance we have given you as soon as you recover it.

## 11. Your Obligations

The charterer hereby agrees:

That the details supplied on the booking form are accurate, complete and not misleading. Not to take the vessel outside the cruising area.

Any yacht intending to cross the channel must have our permission.

Not to use the vessel for racing without prior written consent of Sunsail and payment of the additional racing premium.

Not to bring on board any animals, plants or restricted items or illegal goods such as drugs, firearms, or explosives.

Not to carry crew other than those specified on the crew list, which must be submitted prior to the start of the charter.

Not to leave the vessel unattended at any time whilst at anchor.

To ensure that the vessel is securely locked and immobilised while in port.

In the event of the vessel being involved in a collision with the third party that results in damage occurring, not to admit any liability to any person and to report the incident promptly to Sunsail and in writing using the Sunsail incident report form, where available. It is the charterer's responsibility to agree on liability for any damage.

To report as soon as is practically possible to Sunsail any damage or mechanical failure, not to commence repair work without the consent of Sunsail, and to use every endeavour to minimise any damage without endangering the lives of crew and vessel.

Not to pay any expenses on behalf of Sunsail without getting prior consent. To pay all running expenses including harbour and port dues, pilotage fees, fuel and gas.

Not to take the vessel out in bad weather even if this may lead to the vessel not being returned on the return date. If the situation arises the charter must inform Sunsail.

Sunsail reserves the right to instruct the charterer not to take the vessel out if we consider the weather conditions to be too dangerous.

To maintain an accurate ships log as required by maritime law.

To return the vessel to the home port on the date and at the time specified on the booking form, free from debt and clear from personal effects. For each day or part of day that the vessel is overdue the charterer shall pay one and a half times the daily charter fee. If it becomes apparent that the charterer is unable to return the vessel on the specified date then they should advise us accordingly but such notification shall not affect the charterers liability for failing to return the vessel on the return date. We may waive part or all of the additional or extra charter fee if we accept that there is good reason for the vessel not being returned on the contracted date and time.

## 12. Acceptance and return of vessel

The charterer should be given the opportunity to inspect the vessel, its equipment, check and sign the inventory for a maximum of up to two hours after the time of the commencement shown on the booking form and invoice. After such period it will be deemed that the charterer is satisfied with its condition and inventory. Sunsail may accompany the charterer on the vessel during such an inspection period prior to allowing the charterer to take possession. Sunsail reserves the right not to hand over the vessel if, after inspection, it is of the opinion that the charterer is not, or may not be, competent to be in charge of the vessel. Upon return of the vessel the charterer shall hand the vessel over to an authorised member of Sunsail staff, leave it clean and in the same condition as it was in on the commencement date. Sunsail reserve the right to charge up to £50 for cleaning the vessel if it is not returned in a satisfactory condition. The authorised Sunsail staff member and charterer will sign for the vessels inventory but Sunsail cannot accept that the vessel is free from defects that may not be immediately apparent. Any damage, incident or defect must be reported to Sunsail's authorised staff and detailed on the yachts inventory. In the event of any disagreement over damage or loss, the matter will be referred to a senior member of Sunsail staff. If agreement cannot then be reached, an independent arbitrator will be appointed, with the costs to be shared between Sunsail and the charterer.

## 13. Safety

As with other activity-based holidays, watersports activities contain an element of risk. It should be understood that participation in these activities is your decision and at your risk. The skipper of a yacht has primary responsibility for the safety of the crew and craft at all times. Neither night sailing outside the designated cruising area nor partaking in any third party race is permitted without written approval from Sunsail. In the interests of safety, Sunsail's staff may order a change to your itinerary; decide whether or not conditions are safe to use a craft or make a passage and whether this should be under power or sail. By accepting this contract you, the lead name is confirming that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter.

The Skipper is responsible for assuring 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 or delivered to the yacht and in chart briefings and is responsible for briefing the crew on this, the yacht and it's systems. The skipper is responsible for checking the inventory and yacht systems before the yacht makes passage. Yachts may not be sailed single-handed and the second crewmember must be of an appropriate experience level and approved by Sunsail.

## 14. What if my yacht is not available?

Should your yacht not be available when you arrive through no fault of Sunsail (e.g. having been damaged by a previous client) Sunsail may substitute another yacht if necessary of a different type and in a different area but of similar or larger dimensions and facilities. If a yacht is not available then accommodation will be provided for you free of charge in a hotel of Sunsail's choice while repairs are carried out or an alternative yacht is provided. Should this happen you will be compensated under The Sunsail Promise.

## 15. 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. 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.

## 16. Brochure Accuracy

The brochure is prepared from information gathered prior to publication. Every care is taken to ensure that this information is still correct at the time of going to press (May 2006) but it has to be remembered that facilities may be withdrawn from Sunsail and booking particulars altered as a result. These circumstances are regrettably beyond our control and we are unable to accept liability. Our Yachts Reservations Team are instructed to advise enquirers of amendments which the company regard as significant. Sunsail shall be entitled to make any modifications it feels appropriate to the routes, yachts and the equipment provided at any time, without prior notice. Our Yachts Reservations Team are often asked for information not contained in the brochure. However, whilst every effort is made to ensure that all information given is correct, Sunsail cannot however be held responsible if this should prove inaccurate, unless requested and answered in writing.

## 17. Data Protection

To ensure that your charter/course runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration.

If your booking is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your holiday arrangements. If we cannot pass this information to the relevant suppliers, in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this.

We may wish to contact you to get your feedback or to provide details of other products and offers from Sunsail and our sister companies. If you would prefer not to be contacted,

please write to Sunsail Database, The Port House, Port Solent, Portsmouth PO6 4TH.