

TERMS + CONDITIONS

DEFINITIONS AND INTERPRETATION

In these Booking Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"We", "Us", "Our" – Sail The Med Limited.

A company incorporated in the United Kingdom with registration No. 09789171 and a registered business address of Wimbletech, 35 Wimbledon Hill Rd, Wimbledon, London SW19 7NB. Sail the Med Limited uses the trading name SailingTheMed.com

"You", "Your" - All persons named on the booking or added to the booking at a later time

The headings used in these Booking Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

Words imparting the singular shall include the plural and vice versa and references to any gender shall include the other gender.

1. THE CONTRACT:

You must read these booking conditions as they, together with the specific information about your confirmed accommodation, form the basis of your contract with Sail The Med Limited.

A binding contract between Sail The Med and you (and your party) will come into effect upon us sending out our confirmation invoice to the person(s) responsible for making the booking. English Law will apply to the contract and it is agreed that any claim or dispute in the contract must be dealt with by the Courts of England and Wales. If you reside in Scotland or Northern Ireland then court proceedings may be brought in your home country or in the Courts of England and Wales. You may choose to have your dispute or claim governed by the law of Scotland or Northern Ireland if proceedings are brought in those countries, otherwise English Law will apply. Changes made to Booking Conditions or General Information on our website will only be valid if agreed by us.

2. PRICING:

Prices are quoted in Euros (€) but payable in either Pounds sterling (£GBP) or Euros to our registered UK bank account. You have the option of paying all monies due at the time of your booking, otherwise your payments outstanding will be as per the prevailing exchange rate at the time at which stage payments are due.

At the time at which you pay your deposit, and at the time you pay the balance of monies due, Sail the Med will advise the amount payable in Euros (€) and the equivalent amount to be transferred in Pounds Sterling (GBP). The amount payable in GBP will be calculated as per the mid market rate on the international markets as available on XE.com.

If you are transferring from outside the UK, we suggest using TransferWise.com which provide the safest, cheapest and most reliable money conversion service.

We reserve the right to alter any of our advertised prices prior to your initial payment.

3. MAKING A BOOKING AND PAYMENT:

When you have chosen your trip and you make a request to us to book it, you must pay a deposit (or the full cost of the booking if you are booking within 2 month of the trip departure date). Once your booking is confirmed a contract between parties exists, when we issue our confirmation invoice/email.

Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport.

If you have paid a deposit, the balance of the cost of you're your trip is due not less than 2 months prior to the trip departure. If it is not received in time we will remind you that it is overdue. Payments by Paypal will attract a surcharge of 3.5%.

Sail the Med business account is held with Barclays PLC. Please ensure that you include a designated reference when paying in (your "first name" + "trip destination")

Sail the Med Limited

Address NOTTING HILL GATE 2. Leicestershire, LE87 2BB

Sort code 20 47 39

Account 63246264

SWIFT/BIC BARCGB22

IBAN GB06 BARC 204739 63246264 (This is our £ GBP account)

IBAN GB51 BUKB 204739 69163877 (This is our € Euro account)

4. YOUR RESPONSIBILITY FOR YOUR BOOKING:

When you make a booking you guarantee that you have the authority and the capacity to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

For full yacht/boat bookings only, the party leader is obliged to provide us with a list of crew members embarking the boat or yacht not less than 30 days prior to departure. All correspondence will be sent to the party leader. It is the party leader responsibility who made the booking with us to ensure all party members on the booking, or those added at a later time, are sent the booking confirmation.

5. INSURANCE:

It is your responsibility to ensure that you are adequately insured. We require that you and all persons with your party to take out comprehensive travel insurance, which will include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness during your week. It is imperative that your travel insurance covers activities under taken on a sailing holiday (sailing, swimming, snorkeling as a minimum) and importantly recognizes a yacht as your accommodation for the trip. For policies which limit sailing activities to a particular distance offshore, please be advised that we do not sail more than 15 miles from any coast line or port of safe haven.

We also suggest to EU residents that you have European Health Insurance Card (EHIC) which will allow reciprocal rights for EU citizens to free access to public hospitals in the event of severe injury or illness. This does NOT absolve you of your responsibility to take out comprehensive travel insurance which provides health insurance covers all potential injury and illness.

6. IF YOU WANT TO CHANGE YOUR BOOKING:

After our confirmation has been issued, any requests for changes must be sent to us by email by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You will be asked to pay an administration fee of [£65] plus any charge made by our suppliers. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can.

7. IF YOU WANT TO CANCEL YOUR BOOKING:

The person that made the booking must put this in email (preferred) or registered mail to our registered office address. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee. Cancellation fees: If you cancel

- a. 50% of the total price if a confirmed reservation has been cancelled more than 2 months prior to the departure date
- b. 75% of the total price if a reservation has been cancelled more than 1 month but less than 2 months prior to the departure date
- c. 100% of the total price if a reservation has been cancelled less than a month prior to the departure date.

In this category of cancellations are also the situations when the Client does not come for the check-in (no-show), or when the Client leaves the Vessel prior to the contracted check-out time (early-abandon case) – in all such cases a 100% cancellation fee applies and Client does not have a right for any refund.

8. IF WE CHANGE YOUR BOOKING:

We will not charge any admin fees for name changes, but we will have to pass on any costs incurred by ourselves or imposed by any of our suppliers for any changes by you to confirmed bookings if we are able to accommodate the change.

Due to the nature of sailing the skipper of all our yacht/boat reserves the right to change course from any particular itinerary for any reason especially where it is deemed necessary in the interests of health and safety of our passengers

9. OUR OBLIGATIONS TO YOU

Sail the Med will fulfill its contractual obligations with you undertaking all reasonable skill and care. Unless we breach the booking contract, the holiday is at the customer's own risk. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred as a result of your breach or default in the discharge of your obligations.

Sail the Med will not be liable to you in any way for any damages, loss, expense, injury, illness or death if your claim resulted from:

- Any act, omission or failure by any third party (other than the yacht provider);
- Any act, omission or failure by any employee(s), if they were not acting in the course of their employment carrying out the duties they were contracted to do with us;
- Any incorrect information supplied by you or a party on your booking form;
- Any of our emails being blocked by web filters or firewalls;
- Any act, omission or failure of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable;

Our maximum liability for any successful claim will not exceed the price of your holiday, less any insurance claim. We hold valid public liability insurance and professional indemnity insurance.

10. BEHAVIOUR:

When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the yacht charter provider, the company principal or an assigned skipper, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the yacht charter provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. This will be negotiated between Sail the Med and the charter company. We will always endeavor to minimize the cost to you, however you agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the yacht charter provider or any third party as a result of your or your group actions.

You are excluded from any liability attributable to actions of the skipper

11. CHECK-IN AND CHECK-OUT:

Check-in is prior to 17:00 on the day of Departure OR as previously organized with us. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay.

Check-out is at 09:00 on the Saturday, unless a one (1) way trip where you will be required to vacate the yacht not later than 3 p.m. on the Friday (unless agreed otherwise with us).

In the event that your flight is delayed, we will endeavour to meet you at a pre-determined location, if we depart our starting location on the Saturday evening. Usually this means a short taxi ride or boat trip BUT we will not offer flexibility in meeting you if your original scheduled flight was not scheduled to land prior to our scheduled departure time unless otherwise agreed with Us,.

Cost associated with joining the trip at a location other than the designated start point will be borne by you. You have always been able to get late comers to meet us. If you wish to leave the trip early we will attempt to facilitate but costs will be borne by you (ferry, speed boat, taxi)

12. YACHT SECURITY DEPOSIT:

For group bookings, you are required to leave a security deposit at the base in the amount communicated to you prior to booking. If you are not clear on this amount, please contact Sailing The Med. This represents your maximum liability in case of damage or loss incurred by you. It includes, but is not limited to, damage to the yacht and fittings, unpaid fuel, relocation costs, blocked toilets, and any damage or loss incurred to any third party due to your actions (or inaction). Your dinghy and outboard are NOT covered the security deposit or the security deposit waiver, so any damage or loss to these will be your responsibility entirely. If you are hiring a skipper from Sailing The Med, they are insured and take on responsibility for any damage or loss to the yacht or third party caused by their actions (or inactions). Clients must still leave a security deposit.

13. COSTS

Sail the Med operates strictly “Bareboat” charter holidays unless otherwise specific. Included in the price is charter of the vessel, safety equipment, water, diesel fuel, bed linen, vessel insurance, Transit log, end cleaning, local tourist taxes, tender/dinghy & outboard engine and cooking gas.

Costs not included are flights, transfers to and from the yacht, food & drinks, mooring/marina fees and any costs related to damage to the vessel arising from actions of the crew as covered in Article 10.

14. PROVISIONING & CABINS

Sail the Med holidays are run as a group activity with input and guidance from the skipper. Costs associated with mooring fees and provisions for the week are to be met by individual crews by way of operation of a ‘kitty’ into which each crew member is expected to contribute equally. It is expected that crews will meet the costs of mooring fees, food & drinks for their skipper.

You will be sharing a private cabin with 1 other person. This may involve either sharing a double bed with another person or a sharing a cabin with single bunk beds. A single person supplement is available by arrangement should you wish to occupy your own cabin. You are likely to be sharing a bathroom with between 2-4 people depending on the yacht type.

15. COMPLAINTS:

If you have a problem during your stay, please inform the company principal immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there. We insist that unless complaints are initially raised with the skipper and/or the principal during the week, that we will not consider complaints raised upon completion of the trip.

If your complaint is not resolved locally, please follow this up within 14 days of your return home by writing to us at info@sailingthemed.com giving your booking reference and all other relevant information. Please keep your letter concise and to the point.

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 in resort and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking. We agree that the courts of England and Wales have jurisdiction and English law applies (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable).

We will always make efforts to appease all customers including considerations of credit against future trips in the instance that matters beyond your control lead to you having to cancel or abandon your trips but this is an exception and is at the absolute discretion of Sail The Med. Please refer to Clause 5 regarding comprehensive travel insurance, which will protect you against inability to attend due to illness, injury, bereavements and flight cancellation.

14. PRIVACY POLICY

You agree to provide to Us, information required by relevant Coastguard and Government authorities in which the trip is taking place. This includes but is not limited to Your Name, residential Address, Nationality, place of Birth, Date of Birth, Passport number and expiry date, In Case of Emergency contact and arrival flight and time. We will hold this information on file and transmit electronically to the authorities via our chosen charter companies. If you provide incorrect information (for example your Date of Birth) or make errors, and the Coastguard requires that you leave the vessel to resolve the matter, we will endeavour to take care of you but can not delay the trip whilst this is resolved.

We agree to ensure that all relevant information is submitted to the authorities but can not and will not take responsibility for necessary Visas, passports being in date and other general matters. Please ensure that you double check the information you submit to us when requested and ensure that your passport has suitable validity (usually 6 months) to allow you to enter and depart without problems.

It is your responsibility to make sure all members of your party are aware of our privacy policy and consent to your acting with us on their behalf. In accord to fulfill our contract obligations with you we may disclose your information to third party providers. We promise to only disclose relevant information they require to provide your service. We may

also disclose your information to companies who act on our behalf for such purposes as customer service, risk assessment, security and crime prevention, marketing, credit and debt collection and dispute resolution.

When you book with us you agree that we may disclose information to third party providers (eg. insurers, agents, medical staff) which may be considered "sensitive personal data" under the Data Protection Act 1998. We will act in your best interest and with your consent when dealing with such information (eg. religion / medical condition).

You have the right to request in writing a copy of all information held by us about you and also to amend any errors or update information we hold about you. We may occasionally send you direct marketing material with details of offers, services and promotions. You have the opportunity to advise us that you do not wish to receive such material. We will ensure that all reasonable security steps are taken to protect your information. We reserve the right to amend these terms and conditions without prior notice by posting the new terms and conditions on this website. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

