

Classic Sailing

Terms and Conditions 6th March 2020

Your Vessel Terms and Conditions are shown on this page of our website

<https://classic-sailing.co.uk/terms-and-conditions>

Classic Sailing Terms and Conditions

Introduction

- Classic Sailing act as a marketing agent or reseller on behalf of the supplier (e.g. the vessel owners) of your sailing adventure. Your booking is with the supplier and not with Classic Sailing.

- **Trainee Crew Definition**

- o All customers are classified as "Trainee Crew"
- o All "Trainee Crew" are required to participate in the Safety Briefing before the vessel gets underway.
- o That is the only thing you are required to undertake to be termed a 'Trainee Crew' member.

- **'Hands on'**

- o You are encouraged to participate as much as possible in the sailing of the ship and will be given instruction and guidance on how to do this to the best of your ability.
- o The level of involvement in the sailing is highlighted on each vessel's information page.

- These Booking Conditions, together with our privacy policy

(<https://www.classicsailing.co.uk/privacy-policy-and-cookies> and website terms of use, and any other written information we brought to your attention before we confirmed your booking, apply to your booking with Classic Sailing Ltd a company registered in England under company number 3256249, whose registered office address is Classic Sailing Ltd, Mermaids, St Mawes, Truro, Cornwall TR2 5AA

- Reference to "we", "our", "us" or "ourselves" is Classic Sailing.

- Please read this material carefully as it sets out your and our respective rights and obligations. In these Booking Conditions references to "you" "your" and "yourselves" include the sailor named and or the person booking on behalf of the sailor on the booking application and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred to.

- **Travel Insurance is required please see Part 10 below.**

The person completing the booking application.

For all booking applications, by making an application, the person completing the booking application agrees on behalf of all persons detailed on the booking that:

(i) He/she has read these Booking Conditions, our website terms of use and any other written information we have brought to his/her attention before the booking was confirmed, and has the authority to and does agree to be bound by them;

(ii) He/she has read our privacy policy and consents to our use of information in accordance with it;

and

(iii) He/she is over 18 years of age, where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those voyages.

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Classic Sailing Agency Terms and Conditions

We act only as an agent or reseller of the supplier(s) of the sail training voyage in respect of all bookings we take and/or make on your behalf as a "Trainee Crew" member. We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase ("arrangements") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the 'supplier(s)').

When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking will be subject to these Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you.

1 Booking, payment and contracts.

A contract is made with a supplier and Classic Sailing when:

- (a) you tell us that you would like to accept our written or verbal quotation,
- (b) you agree to our terms and conditions on the voyage application/booking form
- (b) You pay the deposit as required by Classic Sailing or the supplier of the arrangements in question, whichever is the soonest, (or full payment if the voyage starts within the specified balance due date for the vessel.)
- (c) We send you a booking confirmation on behalf of the supplier.
- (d) Your booking will be subject to these Terms and Conditions and the specific booking conditions of the relevant supplier(s) and Classic Sailing.

As we act only as booking agent reseller, we have no responsibility for any errors in any documentation except where an error is made by us.

2 Payment, Due Dates and Terms

Due dates

- The first or full payment must take place within 7 days of receipt of the invoice, or in any case on the start date of the sailing voyage, whichever comes first.
- If you have paid a deposit, the remaining payments must be paid on the due dates shown in your invoice.

Terms

- Classic Sailing require payment to terms. Payment must be made on time, in full or in part as detailed to you in our invoices, and without any deduction, off set or counterclaim.
- In the event that an account is outstanding, we will refer the matter to our debt collection agents, [Daniels Silverman Limited](#), which will incur additional costs.
 - The additional costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate.
- You agree that you will be legally liable to pay the outstanding account plus additional costs, and that payment of the same can be enforced against you in court.

- In addition, if payment is not received by the due date, we will notify the supplier who may cancel your booking.

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Norway and certain Middle Eastern countries

- For bookings from Norway and certain Middle Eastern countries full payment is required within 7 days of our invoice to complete your booking.
 - We will inform you if this is the case for you regarding a Middle Eastern country.

3 Prices and Special Offers

- Please note that changes and errors sometimes occur.
- You must check the price of your chosen arrangements at the time of booking. We reserve the right to amend advertised prices at any time.
- We also reserve the right to correct errors in both advertised prices and prices for confirmed bookings.
- Special Offers prices are for new bookings only.

4 Changes and cancellations by you

Any cancellation or amendment request must be sent to us in writing, by email, or post. Proof of posting is not proof of receipt; therefore you are advised to also confirm all changes to our booking team by telephone +44 (0) 1872 580022. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements.

The voyage supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure).

5 Changes and cancellations by the Supplier

Please see the Suppliers terms for cancelling voyages shown in their Terms and Conditions.

Take advantage of Classic Sailing's strength

- The strength of Classic Sailing is that we have a huge range of alternative sailing holidays.
- If your voyage is cancelled by the vessel owners, for anything other than force majeure, you should be entitled to a refund of voyage fees from the vessel owner.

Additional benefits from being with Classic Sailing

1. We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them.
2. In the first instance Classic Sailing will liaise between you and the supplier in relation to any alternative arrangements offered by the supplier.
3. Alternatively, Classic Sailing will work hard to secure you a different holiday from the amazing vessels and voyages currently available.
4. Each vessel has its own character and specialities and they have all been chosen because they share our ethos for hands on sailing, adventure afloat and exploring ashore.

6 Our Service and Credit Card Charges

Charges

1. There are no credit or debit card charges for UK and European Union registered cards.
2. Classic Sailing reserves the right to charge up to 2.5% for cards registered outside the UK and European Union.

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3. Amendment or transfer to booking £50 per person.
4. Cancellation by you £50 per person per voyage

7 Our responsibility for your booking

Your contract is with the supplier and their booking conditions apply. As agent or reseller, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith.

However, if we have made a significant error, our maximum liability to you is limited to the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

8 Visa, passport and health requirements

1. Information on visa, passport and health requirements is beyond our expertise as our customers come from many different nationalities, living in many different countries and visiting many different territories.
2. You must check the up to date position with the supplier of the arrangements or your Passport Office, advice for the countries you are visiting from the appropriate embassies, consulate or your doctor (as applicable) in good time before departure.

Up to date Health and Safety

1. You must notify the vessel owner of any health changes between your booking application and the start of the voyage.
2. You must not join a voyage if you have any contagious illness.

9 Complaints

Because the contract for your arrangements is between you and the supplier, any queries or concerns should in the first instance be addressed to them, except where an error is made by us. However Classic Sailing would like to be informed so that we can investigate the complaint and help reach an agreement between you and the supplier.

10 Travel Insurance is Required

Adequate travel insurance is a condition of your contract with us for all voyages except for day sails. You must take out a policy of insurance in order to cover you and your party for sailing on traditional boats and tall ships in territorial or international waters as appropriate: against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.

If you fail to travel with adequate tall ship travel insurance cover your contract with us will be broken and we will not be liable for any losses in respect of which good tall ship travel insurance cover would otherwise have been available.

11 Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability.

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12 Special requests

If you have any special requests for example dietary requirements, please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

13 Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

14 Itineraries

Voyage itineraries cannot be guaranteed as these could be affected by mechanical, weather, safety conditions or force majeure. This includes your ports of embarkation and disembarkation: our supplier(s) try to avoid this as much as possible.

15 Force Majeure

Classic Sailing will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to -

- war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other international, national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control.
- Advice from the UK Foreign Office or your own national government travel advisory department to avoid or leave a particular country may constitute Force Majeure.

16 Disabilities and Medical Problems

We can cater for most medical and disability issues but reserve the right on behalf of our supplier(s) to not confirm a booking if it is believed it could be potentially unsafe to you or other customers. We may require you to produce a doctor's certificate certifying that you are fit to participate in the voyage. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

17 Data Protection and Privacy

Please read our data protection and privacy policy (see www.classic-sailing.co.uk/GDPR for full information regarding the way in which we use and store your personal data).

18 Suppliers

All of the services which make up your voyage are provided by independent suppliers or charities. These suppliers provide their services in accordance with their own terms and conditions which will form part of your contract with them. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions.

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Your Suppliers Terms and Conditions are shown below

19 Nothing in these Terms and Conditions shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees.
- fraud or fraudulent misrepresentation;
- any other liability that cannot be excluded or limited by law.

20 Jurisdiction and applicable law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England. You may, however, choose the law and jurisdiction of Scotland and Wales, or Northern Ireland, if you live in one of those countries.

21 Classic Sailing reserve the right to change our Terms and Conditions as and when required.

6 March 2020