

MAYBE SAILING Ltd

TERMS AND CONDITIONS

When booking a voyage with Maybe Sailing Ltd you agree to accept a voyage under the terms and conditions set out below. This contract is governed by English law and is subject to the exclusive jurisdiction of the English Courts with regard to any claim, dispute or other matter arising in connection with the contract.

Maybe Sailing Ltd reserves the right to refuse any booking for any reason which in its opinion might affect or endanger the safety of Sailing Vessel Maybe or Sailing Vessel Blue Clipper and or any person or persons on board.

The fee payable covers a berth and food whilst on board but does not include travel to or from ports or personal travel insurance.

CORONAVIRUS COVID-19 PANDEMIC

Under the present uncertain circumstances, Maybe Sailing and Maybe Sailing Youth Initiative reserved the right to cancel the voyage for reasons relating to the Coronavirus COVID-19 pandemic situation, local state regulations and any other reasons the skipper or the companies feel it would not be safe or satisfactory to sail. This of course, is in the interest of everyone's safety and welfare.

All voyage crew will sign an additional document to the medical questionnaire stating that they are healthy and have not come in contact with anyone who has Coronavirus COVID-19 or with anyone who has been in contact with someone with the virus. If, at the time of the voyage a suitable test has been developed that can be done immediately prior to embarkation, we would ask this test to be carried out at the voyage crew cost.

It is the duty of all passengers prior to embarkation to declare if they have had Coronavirus COVID-19 (or have had close exposure within their household) within the last 30 days. Further, any passengers who exhibit any of the known symptoms during a voyage, must declare this immediately to the skipper.

Please see below for specific insurance, payment or cancellation charge alterations relating to the Coronavirus COVID-19 pandemic situation.

MAYBE SAILING UNDERTAKES TO:

Ensure that the vessel will be under the command of a suitably qualified individual, supported by the required crew.

Ensure that all fire-fighting, lifesaving and safety equipment onboard sailing vessel Maybe and sailing vessel Blue Clipper conforms to statutory requirements.

Ensure that all risk assessments and policies are up-to-date and reviewed regularly.

Ensure that all permanent crew are DBS checked or equivalent and that safeguarding training is provided to crew members.

Wherever possible the date, time and place for embarking and disembarking either sailing vessel Maybe or sailing vessel Blue Clipper will be sent to voyage crew 2 weeks before commencement of the voyage. However, this is not always possible. In these circumstances, voyage crew will receive initial embarkation details which may be updated nearer the time.

Maybe Sailing reserves the right to cancel a voyage for any reason beyond its control, including, but not limited to severe weather, which may endanger the safety of the vessel and the crew. Maybe Sailing Ltd will issue a credit note but otherwise, accept no liability whatsoever.

Ensure that all the voyage crew / trainees are properly briefed and trained as required before departure. This can take a varying amount of time dependant on the group and the proposed sail. Normally, we would expect this to be between 6 hours to 1 day; but it can take longer particularly if preparing for a long ocean voyage. The captain will not depart until he / she is satisfied that everyone is fully briefed and ready. This again is for your personal welfare and safety.

AS VOYAGE CREW (TRAINEES & GUESTS):

Provide completed personal details forms at least 2 weeks before the voyage start date.

Ensure all participants under the age of 18 have parental consent forms completed.

Notify Maybe Sailing Ltd of any change in personal medical conditions of any participants between booking and commencement of the voyage, in writing.

Accept the assigned berthing accommodation. Where possible, assignments to cabins will be for all persons of the same gender. However, mixed-gender cabins may be necessary on occasion. Under 18s will always be in single-sex cabins.

Arrange adequate travel insurance. See section below on Insurance.

Accept the payment terms below.

Follow any instruction or direction given by professional crew members on board the vessel.

Adhere to safety regulations onboard the vessel.

Respect the vessel and its equipment, respect the crew and other guests / trainees.

Accept the voyage is a sail training adventure.

Accept that as voyage crew, I am regarded as a trainee on board the ship and that I will be involved and given instruction of duties as regards to helping the running of the ship. On many voyages (particularly Blue Clipper) they are designed to be more relaxing which take into account some senior and family sailors. On these voyages, you may or may not want to get involved with the day to day running of the ship. It will be your choice, there is no obligation to participate.

Accept that anyone who is 14 years old or younger, will be regarded as a passenger.

Accept that whilst the captain will do his or her best to fulfil my expectations and the voyage description as advertised, Maybe Sailing Ltd and Maybe Sailing Youth Initiative cannot be held responsible if these are not met for whatever reason.

Acknowledge and agree that videos and photos taken on Tall ship Maybe and Tall ship Blue Clipper can be used by Maybe Sailing Limited for any marketing promotions and social media.

INSURANCE

Before sailing, I understand that I must be covered by a comprehensive insurance policy. Further, I understand that if I do not purchase an insurance policy, I could be liable for emergency costs including medical treatment and repatriation.

Any insurance policy purchased must include medical cover and travel disruption.

Please check that your insurance policy covers you for eventualities relating to the Coronavirus COVID-19 pandemic.

Accidents or injuries directly attributable to sailing vessel Maybe or sailing vessel Blue Clipper or her permanent crew are covered by the Companies Liability Insurance. Liability may have to be proved.

Make sure you find travel insurance that gives you financial protection if you must cancel or curtail your holiday, cover loss or damage to baggage, or incur any additional medical or transport costs. If you have your own annual travel insurance or a cover with your credit or debit card, please check your own policy carefully to make sure it covers sailing/ cruising/ yachting for sailing more than 12 miles from shore.

PAYMENT TERMS

A deposit of £100 will be required within 7 days of the booking to confirm and secure the berth / berths on the voyage.

Due to uncertainty caused by the Coronavirus COVID-19 pandemic at the time of the voyage, we will defer payment of the outstanding balance, it must be paid within 3 weeks (21 days) prior to the embarkation date. Please note, our normal cancellation charges still apply.

If a booking is made within 3 weeks (21 days) of the embarkation date, the full balance is payable at the time of booking.

CANCELLATION CHARGES

Cancellations must be received in writing or by email. Any cancellation costs will apply and be due for payment at the time of cancellation.

If you cancel your booking within 14 days of paying your deposit and at least 8 weeks prior to departure, a full refund, less an administration fee of £50.00 per crew member will be made.

A deposit of £100 will become non-refundable 14 days after the date of booking.

If you cancel more than 8 weeks before departure, you are liable to 50% of voyage cost.

If you cancel less than 8 weeks before departure, you are liable to 100% of voyage cost.

If Maybe Sailing Ltd cancels the voyage for any reason, the voyage fee is fully refundable, less a £100 administration fee. This will be refunded within 60 days.

N.B. Voyage crew and passengers should refer to their own insurance provider to establish whether fees are covered.

Should you cancel due to transportation to the boat (cancelled or late), or any reason including the Coronavirus COVID-19 pandemic and the voyage still goes ahead, the voyage fee would not be refundable by Maybe Sailing Ltd. You should this is covered by your insurance provider.

LIABILITY

Sailing can be a particularly dangerous activity in rough weather which may be encountered at any time during the voyage. Maybe Sailing Ltd shall not be liable for any damage, loss or injury consequential, direct, economic or indirect, arising out of, or in connection with the specified voyage. The Skipper and permanent crew of sailing vessel Maybe or sailing vessel Blue Clipper shall have no responsibility for the failure of the vessel to complete the voyage or scheduled programme, due to severe weather, mechanical breakdown whilst at sea or for any other reason beyond the control of Maybe Sailing Ltd or any other person for whom Maybe Sailing Ltd is legally responsible.

Any change of voyage choice made at the request of voyage crew will incur an administration charge of £100 and will be subject to availability.

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